FOI Level 1 / FOI Level 1 考试手册

2026 年 11 月核对 · 事实只取 IBABC、Insurance Council of BC、IIC、ICBC 官方页 · 题目与讲解为本站原创 / Checked November 2026 · facts only from IBABC, Insurance Council of BC, IIC and ICBC official pages · questions and explanations are our own

考试是什么样

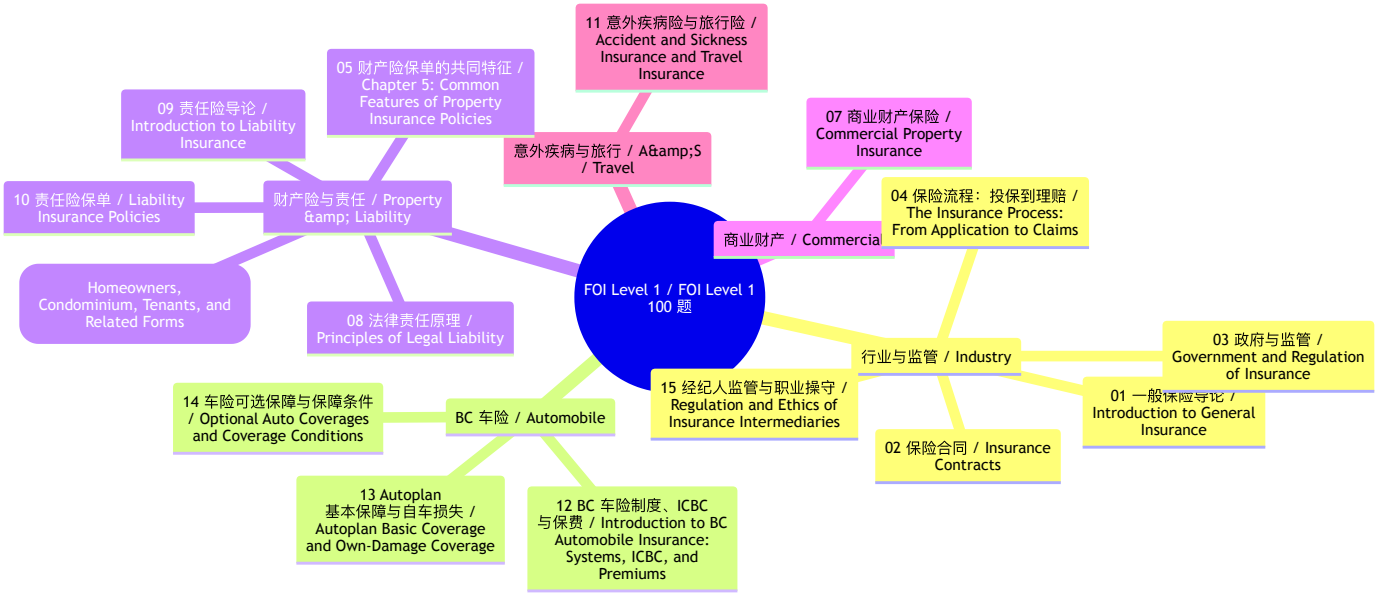
项目	现行口径	核对
题量与时长 / Questions and time	100 道单选，2.5 小时（150 分钟），线上作答 / 100 multiple-choice questions, 2.5 hours (150 minutes), written online.	2026-11-15
及格线 / Pass mark	70% / 70%.	2026-11-15
考试费与有效期 / Fee and validity	$195，自购买起 1 年有效，6 个月后不退款 / $195, valid for one year from purchase; no refund after 6 months.	2026-11-15
重考 / Rewrites	每次 $195；第 2 次可立即重考，之后每次须等 1 个月 / $195 each time; the second attempt can be taken right away, after that wait one month between attempts.	2026-11-15
学习资料版本 / Study material	IBABC 现行指定资料为 2017 版，随附 2024 年 4 月的 Autoplan 增补 / IBABC's current material is the 2017 edition with the April 2024 Autoplan supplement.	2026-11-15
分板块权重 / Section weights	IBABC 没有公布 FOI 的分板块权重（2026-11-15 再核） / IBABC does not publish section weights for the FOI exam (rechecked 2026-11-15).	2026-11-15
成绩有效期与申请时限 / Result validity and application window	考试或课程结果 2 年（24 个月）内有效；牌照申请须在通过考试后 2 年内送达 Insurance Council / Exam or course results are valid for 2 years (24 months); the licence application must reach the Insurance Council within 2 years of passing.	2026-11-15
Council Rules Course / Council Rules Course	所有个人申请人都必须完成（复牌条款除外） / Required for every individual applicant (except reinstatement cases).	2026-11-15
CAIB 换版对 FOI 的影响 / CAIB transition and FOI	CAIB 新旧版过渡只影响 CAIB；FOI 路线不变 / The CAIB old-to-new transition affects CAIB only; the FOI route is unchanged.	2026-11-15
IIC 另一场 Level 1 考试的权重 / Weights of IIC's separate Level 1 exam	IIC 的 Level 1 考试（2 小时，闭卷）公布 30/30/30/5/5；这是另一场考试，只作参照 / IIC's Level 1 exam (2 hours, closed book) publishes 30/30/30/5/5; it is a different exam, shown for reference only.	2026-11-15
ICBC Basic 三个常考数（2026 保单年度） / Three ICBC Basic numbers often tested (2026 policy year)	第三者责任 $200,000；Basic Vehicle Damage Coverage 最高 $200,000；UMP 每人最高 $1,000,000；收入替代按净收入 90%，毛年收入上限 $122,500 / Third Party Liability $200,000; Basic Vehicle Damage Coverage up to $200,000; UMP up to $1,000,000 per person; income replacement at 90% of net income, gross annual income capped at $122,500.	2026-11-15

分数在哪

IBABC 没有公布 FOI 分板块权重。「练习卷」列是 IBAS 免费练习卷（90 题，不含 BC 车险）里各章出现的题数；「模考」列是本站模考的估算配比。 / IBABC does not publish FOI section weights. The practice-paper column counts questions per chapter in IBAS's free practice paper (90 questions, no BC auto); the mock column is our estimated mix.

章	主题	板块	优先级	练习卷	模考
01	一般保险导论 / Introduction to General Insurance	行业与监管 / Industry	P2 稳住 / Hold steady	2	2
02	保险合同 / Insurance Contracts	行业与监管 / Industry	P1 必拿分 / Must score	8	7
03	政府与监管 / Government and Regulation of Insurance	行业与监管 / Industry	P1 必拿分 / Must score	9	8
04	保险流程：投保到理赔 / The Insurance Process: From Application to Claims	行业与监管 / Industry	P2 稳住 / Hold steady	7	6
05	财产险保单的共同特征 / Chapter 5: Common Features of Property Insurance Policies	财产险与责任 / Property & Liability	P1 必拿分 / Must score	11	10
06	住宅保险 / Habitational Insurance (Homeowners, Condominium, Tenants, and Related Forms)	财产险与责任 / Property & Liability	P1 必拿分 / Must score	14	12
07	商业财产保险 / Commercial Property Insurance	商业财产 / Commercial	P1 必拿分 / Must score	15	13
08	法律责任原理 / Principles of Legal Liability	财产险与责任 / Property & Liability	P2 稳住 / Hold steady	8	7
09	责任险导论 / Introduction to Liability Insurance	财产险与责任 / Property & Liability	P3 过一遍 / Skim	4	4
10	责任险保单 / Liability Insurance Policies	财产险与责任 / Property & Liability	P2 稳住 / Hold steady	7	6
11	意外疾病险与旅行险 / Accident and Sickness Insurance and Travel Insurance	意外疾病与旅行 / A&S / Travel	P3 过一遍 / Skim	2	2
12	BC 车险制度、ICBC 与保费 / Introduction to BC Automobile Insurance: Systems, ICBC, and Premiums	BC 车险 / Automobile	P1 必拿分 / Must score	—	6
13	Autoplan 基本保障与自车损失 / Autoplan Basic Coverage and Own-Damage Coverage	BC 车险 / Automobile	P1 必拿分 / Must score	—	8
14	车险可选保障与保障条件 / Optional Auto Coverages and Coverage Conditions	BC 车险 / Automobile	P1 必拿分 / Must score	—	6
15	经纪人监管与职业操守 / Regulation and Ethics of Insurance Intermediaries	行业与监管 / Industry	P2 稳住 / Hold steady	3	3

整场考试一张导图



怎么用这本手册

1. 先做网站上的 15 题诊断，找出红色的章。
2. 读每章讲解前，先看本章那几道「带着读的考题」，自己先答一句，读完再核对。
3. 每章正反两页（双面打印正好一张）：正面是怎么考、陷阱、导图；反面是要点表和自测提问，遮住右两列自测。
4. 做题册里本章的题，错题做背面的变式题。
5. 考前一晚只看冲刺单。

第 1 章 · 一般保险导论 / Introduction to General Insurance

行业与监管 / Industry　P2 稳住 / Hold steady　Introduction to General Insurance · 练习卷 2 题 · 模考 2 题

带着这几道题读：保险有多项社会功能，哪一项才是公认的主要功能？ / Insurance serves multiple social functions; which one is recognized as its primary function?；理赔时究竟是给现金还是修换，法律规定由谁选择？ / When settling a claim, who does the law designate to choose between paying cash, repairing, or replacing?；在保险法定定义中，risk与peril有何根本区别？ / In the legal definition of insurance, what is the fundamental difference between risk and peril?；独立经纪与代理人在代表公司和业务簿归属上有何不同？ / How do independent brokers and agents differ in insurer representation and ownership of the book of business?；伦敦劳合社是一家保险公司吗？承保条如何才能生效？ / Is Lloyd's of London an insurance company, and what is required for a slip to take effect?

怎么考

- 主次甄别题：四个选项全是真实的保险社会功能，题干用 main 提问，专考能否锁定唯一的「主要功能」（分散风险）。 / Primary vs. secondary function questions: All four options describe genuine social functions of insurance, but the stem asks for the main purpose, specifically testing whether you can identify the single primary function (spread of risk).
- 否定排错题（EXCEPT / NOT true）：围绕保险法定定义的五个要点或三种分销方式的特征，把某一条篡改成绝对化或张冠李戴的说法让你挑错。 / Negative elimination questions (EXCEPT / NOT true): Focusing on the five key points of the legal definition of insurance or the characteristics of the three distribution channels, testing whether you can spot an absolute or misattributed statement.
- 术语法定含义辨析题：在具体损失场景中区分 risk（亏钱的可能性）、peril（造成损失的起因）以及口语里常被误称为 risk 的保险标的。 / Statutory term distinction questions: Distinguishing in concrete loss scenarios among risk (the chance of financial loss), peril (the cause of loss), and the object of insurance, which is often loosely called a "risk" in everyday speech.
- 补偿金额计算与选择权判定题：给出房屋当初买价与出事前一刻的市值，考 indemnity（补偿）按哪个时间点赔付，以及修、换或付现由谁决定。 / Indemnity calculation and settlement option questions: Providing an original purchase price and the market value immediately before a loss, testing at which point in time indemnity is measured, and who decides whether to repair, replace, or pay cash.
- 承保与分销结构对比题：横向对比股份公司与相互公司、直营与独立经纪及代理在「身份、代表几家、业务归属、报酬方式」四格上的差异，以及伦敦劳合社的市场属性。 / Underwriting and distribution structure comparison questions: Comparing stock versus mutual companies, and contrasting direct writing, independent brokerages, and agencies across legal status, representation, ownership of records, and compensation, along with the marketplace nature of Lloyd's of London.

高频陷阱（看到信号就警觉）

真话非主 / True Statement but Not the Primary Function：题干出现 main purpose 或 primary function of insurance。 / The question stem contains terms like 'main purpose' or 'primary function of insurance'.

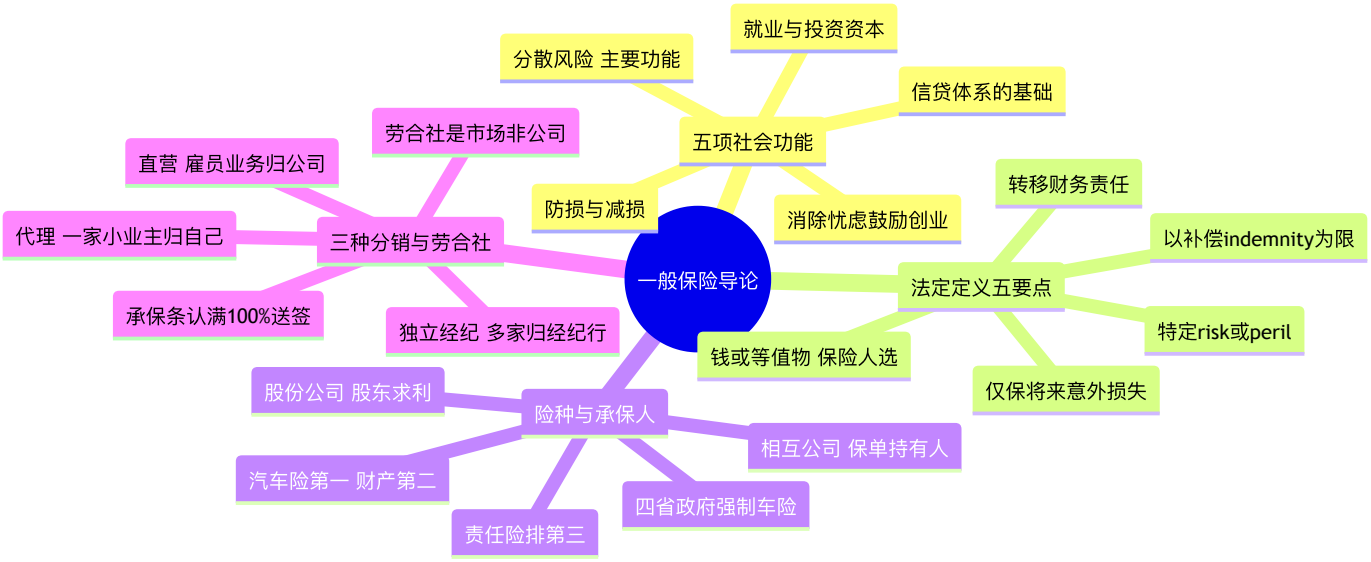
口语偷换法定含义 / Colloquial Usage Confused with Statutory Meaning：题干要求按法定定义（legal definition）区分 risk、peril 或 object of insurance。 / The question stem requires distinguishing risk, peril, or object of insurance under the legal definition.

买价误当补偿额与赔付方式绝对化 / Mistaking Purchase Price for Indemnity and Absolutizing Settlement Method：题干同时给出历史购买价与出事前一刻价值，或出现 must pay in money、at the insured's option 等字眼。 / The question stem provides both historical purchase price and pre-loss value, or contains phrasing such as 'must pay in money' or 'at the insured's option'.

代表一家等于雇员 / Equating Single-Company Representation with Employee Status：题干描述中介只代表一家保险公司，同时询问其雇佣身份或业务簿（book of business）归属。 / The question stem describes an intermediary representing only one insurer while asking about employment status or ownership of the book of business.

把劳合社当保险公司 / Treating Lloyd's as an Insurance Company：题干出现 Lloyd's of London、syndicate、underwriter 或 slip 等词。 / The question stem contains terms such as Lloyd's of London, syndicate, underwriter, or slip.

导图


一般保险导论
五项社会功能
就业与投资资本
信贷体系的基础
消除忧虑鼓励创业
防损与减损
分散风险 主要功能
三种分销与劳合社
劳合社是市场非公司
直营 雇员业务归公司
代理 一家小业主归自己
承保条认满100%送签
独立经纪 多家归经纪行
法定定义五要点
转移财务责任
以补偿indemnity为限
特定risk或peril
仅保将来意外损失
钱或等值物 保险人选
险种与承保人
股份公司 股东求利
相互公司 保单持有人
四省政府强制车险
责任险排第三
汽车险第一 财产第二

第 1 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
保险的唯一主要功能 / The Sole Primary Function of Insurance	spread of risk	保险有五项社会功能，但只有分散风险（spread of risk，把少数人的损失分摊给多数人）是公认的主要功能。 / Insurance has five social functions, but only the spread of risk (sharing the losses of the few among the many who contribute to a pool) is recognized as the primary function.
法定定义的五个要点 / Five Key Points of the Legal Definition	legal definition of insurance	法定定义包含五点：转移财务责任、特定风险或危险发生才赔、以补偿为限、只保将来的意外损失、赔付可以是钱或等值物。 / The legal definition contains five points: shifting financial responsibility, paying only upon occurrence of a specific risk or peril, limiting payment to indemnity, covering only future accidental losses, and allowing settlement in money or other thing of value.
风险与危险的法定区分 / Statutory Distinction Between Risk and Peril	risk vs. peril	法定定义中 risk 是亏钱的可能性，peril 是造成损失的起因（如火、风、冰雹），而被保的那栋楼是保险标的（object of insurance）。 / In the legal definition, risk is the chance of financial loss, peril is the cause of loss (such as fire, wind, or hail), and the building being insured is the object of insurance.
补偿原则与价值时点 / Principle of Indemnity and Pre-Loss Valuation	indemnity	补偿的目标是恢复实际损失、不多不少，赔付金额按损失发生前一刻的价值计算，而非当初买价。 / The objective of indemnity is to restore the actual loss, neither more nor less, with the settlement amount measured by the value of the property immediately before the loss occurred rather than the original purchase price.
赔付方式的选择权 / Option in the Method of Settlement	money or other thing of value	保险人有权选择以修理、更换或支付现金的方式履行赔付，选择权在保险人而不在被保险人。 / The insurer has the right to settle a claim by repairing, replacing, or paying in money; the option belongs to the insurer, not the insured.
财产与意外险三大块排位 / Ranking of Three Main Property and Casualty Classes	property and casualty (P&C) / general insurance	寿险与健康险以外的保险统称财产与意外险（一般保险），按保费规模排序依次为汽车险（超总保费一半）、财产险、责任险。 / Insurance other than life and health is collectively termed property and casualty (P&C) or general insurance; ranked by premium volume, automobile insurance ranks first (over half of total premiums), followed by property insurance, and then liability insurance.
股份公司与相互公司对比 / Stock Companies vs. Mutual Companies	stock company vs. mutual company	股份公司归股东所有、以赚取投资回报为首要目标；相互公司归保单持有人所有、以低成本提供保险为目标，盈余通过红利或费率调整返还保单持有人。 / Stock companies are owned by shareholders with the primary goal of earning an investment return; mutual companies are owned by policyholders with the goal of providing insurance at low cost, returning surplus through dividends or rate adjustments.
政府保险人与强制车险省份 / Government Insurers and Compulsory Auto Provinces	government insurer	BC、SK、MB、QC 四省由政府向居民提供强制汽车险，其中 BC、SK、MB 三省的政府强制车险通过独立经纪行分销（QC 不在其内）。 / The governments of BC, SK, MB, and QC provide compulsory automobile insurance to residents; in BC, SK, and MB, government compulsory auto insurance is distributed through independent brokerages (QC is not included in this brokerage arrangement).
直营、独立经纪与代理四格对比 / Four-Attribute Comparison of Direct Writing, Brokerage, and Agency	direct writing / independent brokerage / agency	直营销售是公司雇员、只卖一家、业务归公司；独立经纪非雇员、代表多家及剩余市场协会、业务归经纪行、占八成以上业务；代理人是小业主、只代表一家及剩余市场协会、业务簿归自己。 / Direct writers are salaried employees representing one insurer with business owned by the insurer; independent brokers are not employees, represent multiple insurers and the Facility Association, have business owned by the brokerage, and handle over 80% of business; agents are small business owners representing one insurer and the Facility Association, and own their book of business.
伦敦劳合社的运作机制 / Operating Mechanism of Lloyd's of London	Lloyd's of London / syndicate / slip	劳合社是承保人市场而非保险公司，承保人组成辛迪加并以自己名义认风险，经纪人递交的承保条须认满 100% 后送保单签章处盖钢印。 / Lloyd's is a market of underwriters rather than an insurance company; underwriters form syndicates to accept risks in their own names, and a slip submitted by a broker must be 100% subscribed before being stamped by the Policy Signing Office.

自测提问（康奈尔左栏）

1. 为什么其他四项功能明明都对，单选「主要功能」时却只能选分散风险？ / Why must spread of risk be chosen as the primary function even though the other four social functions are factually correct?

2. 法定定义里的五个要点分别是什么？修还是给钱由谁拍板？ / What are the five key points in the legal definition of insurance, and who decides between repairing and paying money?
3. 房屋着火时，火、亏钱的可能性、这栋房子分别对应哪三个英文术语？ / When a house catches fire, which three English terms correspond respectively to the fire, the chance of financial loss, and the house itself?
4. 股份公司与相互公司在「谁拥有、首要目标、盈余去向」上有何区别？ / How do stock and mutual companies differ across ownership, primary objective, and distribution of surplus?
5. 直营、独立经纪、代理在「身份、代表几家、业务归谁、报酬」四格上如何区分？ / How do direct writing, independent brokerages, and agencies differ across employment status, insurers represented, ownership of records, and compensation?

总结：用三句话总结：保险靠什么核心逻辑运作、法律如何用「补偿」和「未来意外」框定它的边界，以及加拿大市场由哪几类承保人通过哪三种渠道把保单交到客户手里。 / Summarize in three sentences: the core operating logic of insurance, how the law establishes its boundaries through indemnity and future accidental losses, and which types of insurers deliver policies to clients through which three distribution channels in the Canadian market.

第 2 章 · 保险合同 / Insurance Contracts

行业与监管 / Industry　P1 必拿分 / Must score　The Insurance Contract · 练习卷 8 题 · 模考 7 题

带着这几道题读：选更高免赔额以降低保费，属于四种风险处理方式中的哪一种？ / Which of the four methods of risk handling does selecting a higher deductible to reduce premium belong to?；投保单写100加元免赔额，保单印成500加元，缺了哪个基本要素？ / When an application specifies a $100 deductible but the policy is issued with a $500 deductible, which essential contract element is missing?；店铺只写商号能否作为签约主体？哪类公司具备独立缔约能力？ / Can a business operate as a contracting party using only a trade name, and which type of company has independent legal capacity?；给偷来的赃物与期待继承的财产投保，分别违反了什么要素？ / Which contract elements are breached respectively when insuring stolen property versus property expected to be inherited?；经纪人口头承诺承保但超出了费率手册权限，出险后由谁赔付？ / If a broker orally binds coverage exceeding rate manual authority, who pays for a subsequent loss?

怎么考

- 情景判断缺要素：给出投保、报价修改或出险的日常场景，判断合同缺少八大要素中的哪一项（最常考合意 Agreement、缔约能力 Legal Capacity、可保利益 Insurable Interest 与标的合法 Legality of Object 的区分）。 / Missing contract element scenario questions: Given an everyday scenario of insurance application, quote amendment, or loss occurrence, identifying which of the eight contract elements is missing (most frequently testing the distinctions among Agreement, Legal Capacity, Insurable Interest, and Legality of Object).
- 风险处理四招对号入座：用家庭或小微商户的防损、留存免赔额、放弃经营或买保险的做法，考查回避、控制、自留、转移四者的定义及「最不实用 vs 最常用实用」的定性判断。 / Four risk handling methods matching questions: Using loss prevention, retaining a deductible, abandoning operations, or purchasing insurance by families or small businesses to test the definitions of avoidance, control, retention, and transfer, along with the qualitative judgment of 'least practical versus most common and practical'.
- 纯风险与投机风险辨析：直接考定义或给创业、赌博、自然灾害等场景，考「只有纯风险可保」以及用投机风险的「可赚可亏」作为头号干扰项。 / Pure risk versus speculative risk distinction questions: Directly testing definitions or presenting scenarios such as starting a business, gambling, or natural disasters to test that 'only pure risk is insurable', using the 'chance of gain or loss' of speculative risk as the primary distractor.
- 主体缔约资格筛查：列出四个商户名称（纯商号、带 t/a 或 d/b/a 的个体户、带 Ltd./Inc. 的公司）或未成年人、醉酒者签单场景，判断谁具备缔约能力。 / Party contracting capacity screening questions: Listing four business names (pure trade names, sole proprietorships with t/a or d/b/a, corporations with Ltd./Inc.) or scenarios of policy signing by minors or intoxicated persons to determine who possesses legal capacity to contract.

高频陷阱（看到信号就警觉）

附条件接受当合意 / Treating Conditional Acceptance as Agreement：题干出现「accepts the quote, provided that / as long as / but changes…」或保单下发条款与投保单不一致。 / The question stem contains 'accepts the quote, provided that / as long as / but changes...' or the issued policy terms conflict with the application.

商号直接当签约主体 / Treating a Trade Name Directly as a Contracting Party：选项并列出现四个商户名称，其中有的只写店名，有的带 Ltd./Inc. 或 d/b/a。 / Options list four business names in parallel, where some show only a trade name while others include Ltd./Inc. or d/b/a.

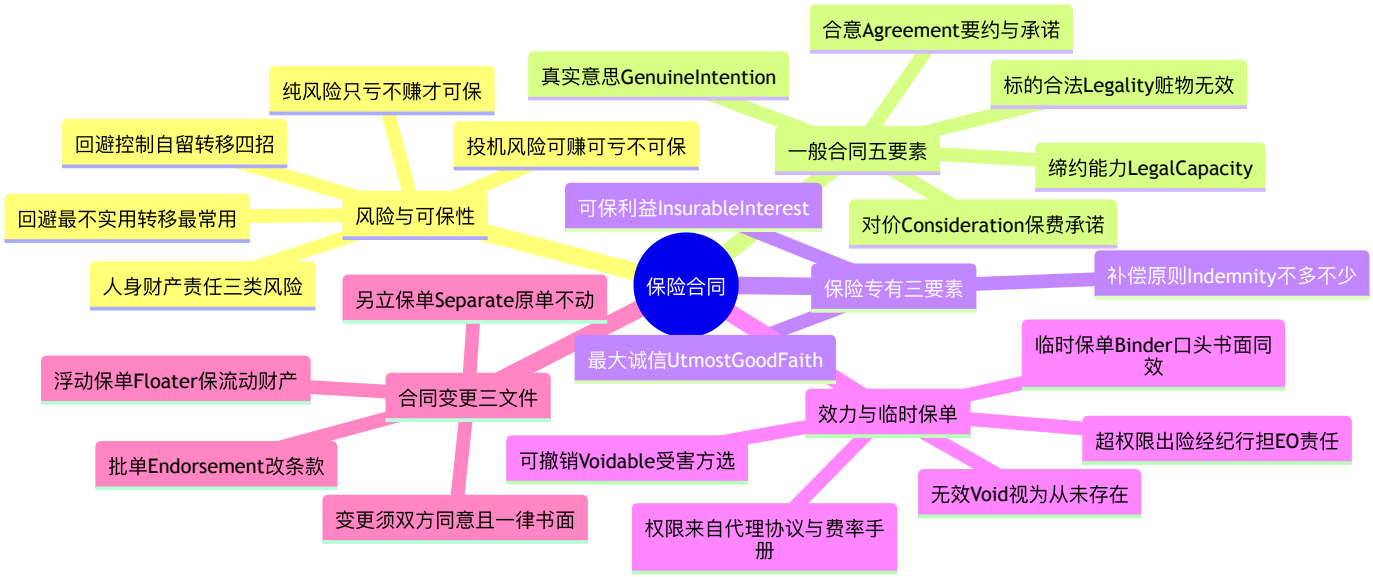
赃物与别人财产混为一谈 / Confusing Stolen Goods with Property of Others：题干明确提到「stolen goods（赃物）」vs「neighbour's property（邻居财产）/ expected inheritance（期待继承物）」。 / The question stem explicitly mentions stolen goods versus a neighbour's property or an expected inheritance.

免赔额当风险转移 / Mistaking Deductibles for Risk Transfer：题干出现「deductible（免赔额）」或「self-insure（自保）」并问属于四种风险处理方式中的哪一种。 / The question stem mentions 'deductible' or 'self-insure' and asks which of the four risk handling methods it represents.

改条款乱选 Rider 或 Binder / Indiscriminately Choosing Rider or Binder for Policy Amendments：题干问「acknowledge a change in the terms of an existing contract」且选项同时出现 endorsement、rider、binder、floater。 / The question stem asks to 'acknowledge a change in the terms of an existing contract' and options simultaneously include endorsement, rider, binder, and floater.

- 临时保单与改单三文件匹配：考查口头与书面临时保单（Binder）的同等法律效力、承保权限的两个出处与超权限 E&O 责任，以及批单（Endorsement）、浮动保单（Floater）、另立保单（Separate Policy）的适用边界。 / Binder and three policy change documents matching questions: Testing the equal legal effect of oral and written binders, the two sources of binding authority and E&O liability for exceeding authority, and the application boundaries of endorsements, floaters, and separate policies.

导图



第 2 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
风险的四类处理方式 / Four Methods of Handling Risk	Avoidance / Controlling / Retention / Transfer	面对人身、财产、责任三类风险有四招：回避最不实用，控制只能降频率和严重度，自留含免赔额（越高自留越多），转移（买保险）最常用最实用。 / There are four methods to deal with personal, property, and liability risks: avoidance is the least practical; control only reduces frequency and severity; retention includes deductibles (higher deductibles mean more retained risk); and transfer (buying insurance) is the most common and practical.
纯风险与投机风险 / Pure Risk vs. Speculative Risk	Pure risk vs. Speculative risk	纯风险只有亏损可能、没有获利机会，只有纯风险可保；投机风险既可能亏也可能赚，不可保。 / Pure risk involves only the chance of loss and no opportunity for gain, and only pure risk is insurable; speculative risk involves the possibility of either loss or gain and is uninsurable.
合意与对价 / Agreement and Consideration	Agreement and Consideration	填好的投保单是要约（Offer），保险公司无条件按要约出单是承诺（Acceptance），口头与书面合意同样有约束力；投保人的对价是已付保费或日后付保费的承诺。 / A completed application is an offer, and the insurer unconditionally issuing a policy in accordance with the offer is acceptance, with oral and written agreements being equally binding; the applicant's consideration is the premium paid or the promise to pay premium in the future.
缔约能力与商号规则 / Legal Capacity and Trade Name Rules	Legal capacity and Trade names	纯商号无缔约地位，须带业主法定姓名与 t/a、d/b/a 或 o/a，而 Ltd./Inc. 公司可独立缔约；考试口径下成年年龄为普通法 21 岁（多数省降到 19 岁或更低），未成年人除生活必需品外的合同可在合理期限内撤销。 / A pure trade name has no legal status to contract and must be accompanied by the owner's legal name and t/a, d/b/a, or o/a, whereas an incorporated company (Ltd./Inc.) can contract independently; under the exam standard, the common law age of majority is 21 (reduced to 19 or lower in most provinces), and contracts entered into by minors for items other than necessities of life are voidable within a reasonable time.
标的合法与真实意思 / Legality of Object and Genuine Intention	Legality of object and Genuine intention	违背公共利益（如给赃物投保）的合同因标的不合法而不可执行；真实意思要求合意未受欺诈（Fraud）、胁迫（Duress）、隐瞒（Concealment）或错误（Mistake）污染。 / A contract that violates public policy (such as insuring stolen goods) is unenforceable due to illegality of object; genuine intention requires that consent is not tainted by fraud, duress, concealment, or mistake.
保险合同专有三要素 / Three Elements Unique to Insurance Contracts	Insurable interest / Utmost good faith / Indemnity	保险合同除一般五要素外还须具备可保利益（出险会受财务损失，含所有人、合伙人、抵押权人、受托保管人等）、最大诚信与补偿（其中补偿常被单列为保险合同专有）。 / In addition to the five general elements, insurance contracts require insurable interest (suffering financial loss upon occurrence of a loss, including owners, partners, mortgagees, and bailees), utmost good faith, and indemnity (with indemnity often specifically highlighted as unique to insurance).
无效与可撤销的区别 / Distinction Between Void and Voidable	Void vs. Voidable	八要素缺一会导致合同无效（Void，法律上视为从未存在）或可撤销（Voidable，对过错方无效，受害方可选择是否将其当作无效）。 / The absence of any essential element causes a contract to be void (treated in law as though it never existed) or voidable (unenforceable by the wrongdoer, with the aggrieved party holding the option to treat it as void).
临时保单与承保权限 / Binders and Binding Authority	Binder / Binding authority / E&O	临时保单（Binder / Cover note）本身就是保险合同，口头与书面同样有效但口头承保应立刻书面确认；经纪人承保权限来自代理协议与费率手册，越权承保出险由经纪行承担错误与遗漏（E&O）赔偿责任。 / A binder (or cover note) is itself an insurance contract, equally binding whether oral or written, though oral binders should be confirmed in writing immediately; a broker's binding authority stems from the agency agreement and the rate manual, and if a loss occurs on coverage bound in excess of authority, the brokerage bears liability under errors and omissions (E&O).
合同变更的三种书面文件 / Three Written Documents for Policy Changes	Endorsement / Floater / Separate policy	保单变更须双方同意且一律书面：修改现有条款用批单（Endorsement），承保高流动性财产用浮动保单（Floater），原单不动新增独立保障用另立保单（Separate policy）。 / Policy changes require mutual consent and must always be in writing: modifying existing terms uses an endorsement, insuring highly mobile property uses a floater, and adding independent coverage while leaving the original policy intact uses a separate policy.

自测提问（康奈尔左栏）

1. 为什么说选更高免赔额是「自留」而不是「控制」或「转移」？ / Why is selecting a higher deductible classified as risk retention rather than risk control or risk transfer?

2. 客户投保单填 100 加元免赔额，保单印成 500 加元，缺了五个基本要素中的哪一个？ / When an applicant specifies a $100 deductible on the application but the policy is issued with a $500 deductible, which of the five general elements is missing?
3. 只写店铺招牌为什么不能签保单？哪三种连接词能让商号合法缔约？ / Why can a storefront trade name alone not execute an insurance contract, and which three connecting abbreviations enable a trade name to contract legally?
4. 给偷来的财物投保，和给期待继承的遗产投保，分别违反八大要素中的哪一项？ / Which of the eight contract elements is breached respectively when insuring stolen property versus property expected to be inherited?
5. 经纪人越权把风险绑上后出险，最终谁掏钱赔？承保权限写在哪两份文件里？ / When a broker binds coverage exceeding authority and a loss occurs, who ultimately pays the claim, and in which two documents is binding authority specified?

总结：用一两句话串起「3 类风险、4 种处理、纯风险可保、5+3 个合同要素、临时保单两处权限来源与 3 种书面改单文件」的完整逻辑链。 / Summarize in one or two sentences the complete logical chain connecting the 3 categories of risk, 4 handling methods, insurability of pure risk, 5 general plus 3 insurance-specific contract elements, 2 sources of binding authority, and 3 written policy change documents.

第 3 章 · 政府与监管 / Government and Regulation of Insurance

行业与监管 / Industry　P1 必拿分 / Must score　The Role of Government · 练习卷 9 题 · 模考 8 题

带着这几道题读：省保险监理官对保险公司管什么？定保费费率吗？ / What does the provincial Superintendent of Insurance regulate, and does the regulator set premium rates?；经纪行经手的保费和佣金，哪部分必须信托持有？ / Of the premiums and commissions handled by a brokerage, which portions must be held in trust?；财产保单法定何时起保？搬移条款能保几天几成？ / When does a property policy take effect by statute, and how many days and what limit does the Removal Clause cover?；火险必保哪三项危险？电器遭雷击或短路怎么赔？ / Which three perils are mandatorily covered in a fire policy, and how are lightning strikes or electrical surges to appliances indemnified?；保险人要终止保单须提前几天通知？重大变更告知后，保险人有哪两条路？ / How many days of notice must an insurer give to terminate a policy, and what two options does an insurer have after being notified of a material change?

怎么考

- 「找例外（EXCEPT / NOT / FALSE）」题型（占比最高）：题干列出省政府职能、重大变更规则、终止退费或出险后义务的四个陈述，要求揪出唯一夹带私货的错误项（例如把「省政府定保费费率」塞进监理官职责，或声称「主动退保无权拿退费」）。 / Negative elimination questions (EXCEPT / NOT / FALSE, highest proportion): The stem presents four statements regarding provincial government functions, material change rules, termination refunds, or post-loss obligations, requiring identification of the single incorrect statement (such as slipping premium rate-setting into the Superintendent's duties, or claiming an insured has no right to a refund upon voluntary cancellation).
- 数字与起算点精准匹配题：直接考《Insurance Act》与法定条件（Statutory Conditions）里的硬数字（12:01 a.m.、7 天、15 天与 5 天、60 天、30 天与 45 天、1 年），专门用相近数字或调换起算事件（自收到损失证明 vs 自损失发生）做干扰。 / Precise statutory number and triggering event matching questions: Directly testing exact statutory numbers in the Insurance Act and Statutory Conditions (12:01 a.m., 7 days, 15 days and 5 days, 60 days, 30 days and 45 days, 1 year), using adjacent numbers or swapped starting events (from receipt of proof of loss vs. after the loss occurs) as distractors.
- 受托责任（Fiduciary Duty）范围辨析题：考保险人与经纪人代管资金的边界，核心测试「未赚（Unearned）」与「已赚（Earned）」的区分，以及安大略省独立信托账户（Trust Account）的省际例外。 / Scope of fiduciary duty distinction questions: Testing boundaries of funds held in trust by insurers and brokers, focusing on distinguishing unearned from earned funds, along with Ontario's provincial exception requiring a separate trust account.
- 火险承保与法定除外（Statutory Exclusions）情景题：给一个家庭或商铺出险的小场景（搬离避险、雷击或电流损坏电器后起火、友火变敌火），测试「只除那件东西本身、引发的火灾照赔」和搬移条款（Removal Clause）的触发前提。 / Fire coverage and statutory exclusion scenario questions: Presenting residential or commercial loss scenarios (evacuation to avoid peril, electrical breakdown followed

高频陷阱（看到信号就警觉）

省政府职能混入「定价」 / Confusing Provincial Regulation with Premium Rate Setting：题干问省级政府或 Superintendent 的职责（functions / duties），选项中出现 setting premium levels 或 fixing rates。 / The question stem asks for the functions or duties of the provincial government or Superintendent, and options mention setting premium levels or fixing rates.

把「未赚」偷换成「全部」 / Replacing 'Unearned' with 'All' Commissions or Premiums：选项出现 all commissions 或 entire premium must be held in trust until policy expiry 等绝对化词。 / Options contain absolute language such as all commissions or entire premium must be held in trust until policy expiry.

起保时间与地址张冠李戴 / Swapping Inception Time and Location Variables：题干问保单何时生效（time a policy takes effect），四个选项排列组合 a.m./p.m. 与不同地点。 / The question stem asks when a policy takes effect, and options combine variations of a.m./p.m. with different addresses.

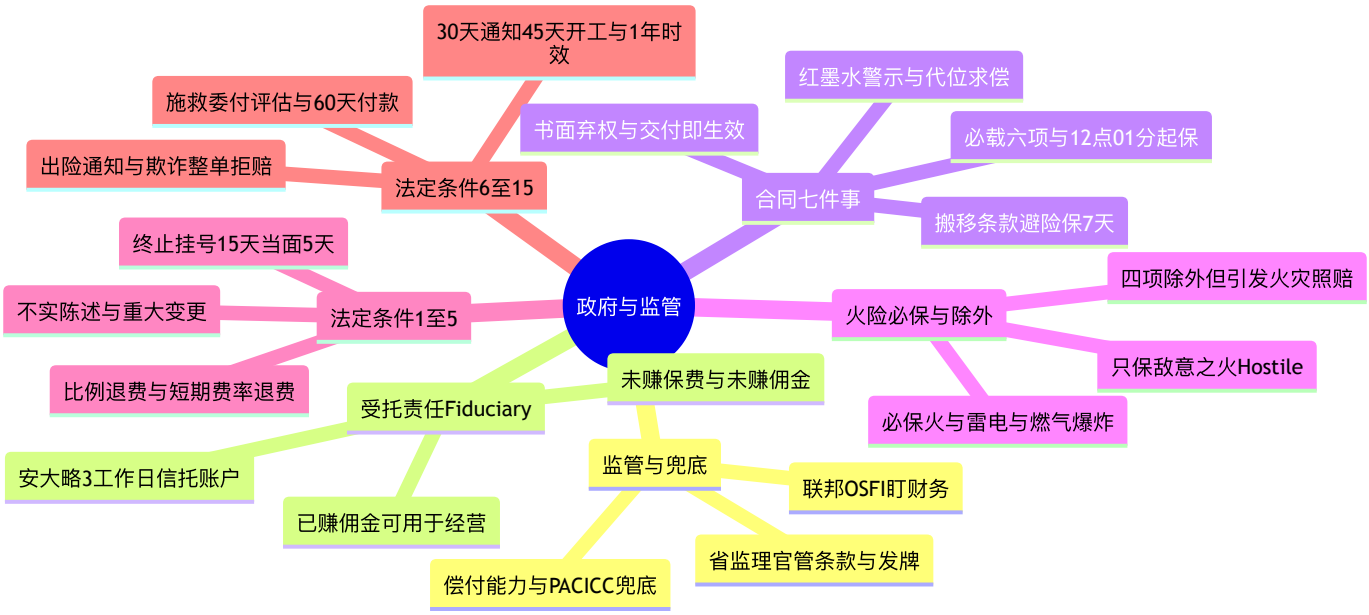
火险法定除外「连坐」后续火灾 / Extending Statutory Exclusions to Ensuing Fires：题干出现电器遭雷击或电流烧毁、熨斗烫坏衣物，紧接着出现 ensuing fire 或 fire spreads to nearby property。 / The question stem describes appliances damaged by lightning or electrical surge, or clothing scorched by an iron, followed by phrases like ensuing fire or fire spreads to nearby property.

法定条件「临时活动算重大变更」与「欺诈只扣虚报项」 / Treating Temporary Events as Material Change and Deducting Only Fraudulent Items：题干描述一天或短期的临时活动（one-day event），或索赔清单中故意虚列财物（fraudulently includes an item）。 / The question stem describes a one-day event or short temporary activity, or an insured who fraudulently includes a fictitious item in a proof of loss.

by fire, friendly fire versus hostile fire) to test that exclusions apply only to the damaged item itself with ensuing fire covered, and the triggering conditions of the Removal Clause.

- 法定条件（Statutory Conditions 1–15）实务判定题：围绕不实陈述（Misrepresentation）、重大变更（Material Change，考是否既实质又持续）、索赔欺诈（Fraud，考整单拒赔）及委付或评估规则，测试各方权利与举证责任归属。 / Statutory Conditions (1 to 15) practical determination questions: Focusing on misrepresentation, material change (testing whether a change is both substantial and continuing), claims fraud (testing that fraud invalidates the entire claim), and rules governing abandonment or appraisal, examining the allocation of rights and burdens of proof.

导图



第 3 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
联邦与省级监管分工及偿付能力 / Division of Federal and Provincial Regulation and Solvency	Solvency & Superintendent of Insurance	联邦（OSFI）监管联邦注册保险公司的财务稳健；省监理官负责审批合同条款、在本省发牌（有联邦牌照仍须领省牌）及监管省注册公司的偿付能力（Solvency，即付清全部承保损失的能力），但省政府不负责制定保费水平。 / The federal government (OSFI) monitors the financial stability of federally registered insurers; the provincial Superintendent of Insurance supervises policy terms, licenses insurers (a provincial licence is required even if holding a federal licence), and monitors the solvency of provincially chartered insurers (solvency being the ability to pay all insured losses), but the provincial government does not establish premium rates.
PACICC 破产兜底与同业摊派 / PACICC Insolvency Protection and Industry Assessment	Property and Casualty Insurance Compensation Corporation (PACICC)	保险公司破产时由 PACICC 先行赔付有效索赔，资金按各参与保险公司的直接承保保费总额向同业摊派（Assessment）；考试口径限额为单一事故最高 250,000 加元，未赚保费退还 70%（每单最高 700 加元）。 / When an insurer becomes insolvent, PACICC pays valid claims first, funded through assessments based on total direct written premiums of participating insurers; under the exam standard, the coverage limit is a maximum of $250,000 per occurrence, with unearned premiums refunded at 70% (up to $700 per policy).
保险人与经纪人的受托责任及安大略例外 / Fiduciary Duty of Insurers and Brokers and the Ontario Exception	Fiduciary Duty & Unearned Commission	保险人须将未赚保费、经纪人须将未赚佣金（Unearned Commission）视为信托持有以备退保返还，经纪人仅可动用已赚佣金经营；多数省不要求单设信托账户（30 至 60 天内汇交保费），唯独安大略省要求收款后 3 个银行工作日内存入独立信托账户。 / Insurers must hold unearned premiums and brokers must hold unearned commissions in trust to fund refunds if policies are cancelled early, while brokers may only use earned commissions for operating expenses; most provinces do not require a separate trust account (allowing premium remittance within 30 to 60 days), whereas Ontario specifically requires premiums to be deposited into a separate trust account within three banking days of receipt.
保单必载六项与起保时刻 / Six Mandatory Policy Contents and Inception Time	Contents of Insurance Policies & Policy Period	保单须载明当事人（第三方不是合同当事人）、保期、受款人、险别与金额、费率与保费、标的；法定起保时刻为被保险人（Named Insured）地址的 12:01 a.m. 标准时间（经纪人有承保权限时自绑定那一刻起保）。 / Insurance policies must specify the parties to the contract (a third party is not a contracting party), policy period, loss payee, perils insured and amounts, rate and premium, and subject matter; the statutory inception time is 12:01 a.m. Standard Time at the address of the named insured (or the moment coverage is bound when the broker has binding authority).
搬移条款的三个条件 / Three Conditions of the Removal Clause	Removal Clause	财产因遭受承保危险威胁、为防止损失或进一步损失而必须搬往未列明地点时，自动受保 7 天或保单剩余期（取短者），可用保额须先扣减原地点已发生的损失。 / When property is necessarily removed to an unnamed location to prevent loss or further damage threatened by an insured peril, coverage is automatically extended for 7 days or the unexpired policy term (whichever is shorter), with the available limit reduced by any loss already incurred at the original named location.
限额警示、代位求偿、弃权与保单交付 / Limitation Clause Warning, Subrogation, Waiver, and Delivery	Limitation Clause, Subrogation, Waiver & Delivery	含免赔额或共保等限额条款的保单须在首页印红墨水警示否则无约束力（考试口径）；保险人赔付后以被保险人名义行使代位求偿（Subrogation）；弃权（Waiver）须由保险人授权之人书面签字；保单一旦交付即使未付保费也约束保险人。 / A policy containing a limitation clause such as a deductible or coinsurance must have a red-ink warning on its first page or the clause is not binding on the insured (exam standard); after paying a claim, the insurer exercises subrogation rights in the name of the insured; a waiver must be in writing and signed by a person authorized by the insurer; once delivered, a policy binds the insurer even if the premium has not been paid.
火险三项必保、敌意之火与四项法定除外 / Three Mandatory Fire Perils,	Fire, Lightning, Explosion & Statutory Exclusions	火险保单必保火（仅限跑出容器的敌意之火 Hostile Fire）、雷电及天然气 / 煤气 / 人造气爆炸；四项法定除外为直接加热、雷击电器、其他电流异常及放射性污染，但前三项只除外受损物品本身，由此引发的火灾照赔。 / Policies covering fire must insure against fire (limited to hostile fire that has escaped its proper container),

Hostile Fire, and Four Statutory Exclusions		lightning, and explosion of natural, coal, or manufactured gas; four statutory exclusions are application of heat, lightning damage to electrical devices, other electrical surges, and radioactive contamination, though the first three exclude only the damaged article itself with any ensuing fire loss covered.
法定条件 1 与 4：不实陈述与重大变更 / Statutory Conditions 1 and 4: Misrepresentation and Material Change	Misrepresentation & Material Change	对重要事实的不实陈述或欺诈性遗漏使相关财产保障无效（举证责任在保险人）；重大变更须在被保险人控制与知情下发生且既实质又持续（一天的临时活动不算），告知后若保险人要求加费，被保险人须在 15 天内补缴。 / Misrepresentation or fraudulent omission of a material fact renders coverage on the affected property void (burden of proof is on the insurer); a material change must be within the control and knowledge of the insured and be both substantial and continuing (a one–day temporary event does not qualify), and if the insurer requests an additional premium upon notification, the insured must pay within 15 days.
法定条件 5 与 7：合同终止退费与索赔欺诈 / Statutory Conditions 5 and 7: Policy Termination and Claims Fraud	Termination & Fraud	保险人终止须提前挂号信 15 天（自到达收件邮局次日起算）或当面书面通知 5 天并按比例（Pro Rata）退费；被保险人可随时终止并按短期费率（Short Rate）退费；索赔中若证明故意欺诈（Fraud），整笔索赔作废而非仅拒赔虚报部分。 / An insurer may terminate by giving 15 days' notice by registered mail (commencing the day following arrival at the post office of destination) or 5 days' written notice delivered personally, with a pro rata refund; the insured may terminate at any time with refund calculated at short rate; if deliberate fraud is proven in a proof of loss, the entire claim is invalidated rather than merely the falsely claimed portion.
法定条件 9 至 14：施救、委付、评估与理赔时限 / Statutory Conditions 9 to 14: Salvage, Abandonment, Appraisal, and Claim Timelines	Salvage, Abandonment, Appraisal & Action	保险人按比例分担合理施救（Salvage）费用；未经保险人同意不得委付（Abandonment）财产；评估（Appraisal）只定价值不定责任；自收到损失证明起 60 天内付款（选择修复重置须 30 天内书面通知、45 天内开工）；诉讼须在损失发生后 1 年内提起（考试口径）。 / The insurer contributes pro rata to reasonable salvage expenses; property cannot be abandoned to the insurer without its consent; appraisal determines only valuation and not policy liability; claim payment is due within 60 days after completion of proof of loss (written notice of intention to repair or replace within 30 days and work commenced within 45 days of receipt of proof of loss); lawsuits must be commenced within 1 year after the loss occurs (exam standard).

自测提问（康奈尔左栏）

1. 省保险监理官（Superintendent）对保险公司管哪三件事？为什么「定保费水平」不在其中？ / What three matters does the provincial Superintendent of Insurance regulate regarding insurers, and why is setting premium rate levels excluded?
2. 保险人和经纪人的受托责任（Fiduciary Duty）分别管哪部分钱？哪个省对信托账户有特殊规定？ / Which specific funds are governed by the fiduciary duty of insurers and brokers respectively, and which province imposes unique trust account rules?
3. 《Insurance Act》规定的起保时刻（两个关键要素）是什么？搬移条款（Removal Clause）必须满足哪三个条件？ / What two critical elements define statutory policy inception under the Insurance Act, and what three conditions must be met for the Removal Clause to apply?
4. 承保火的保单必保哪三项、法定除外哪四项？为什么说「除外只除那件东西本身」？ / Which three perils are mandatorily covered in policies insuring fire, which four perils are statutory exclusions, and why do exclusions apply only to the damaged article itself?
5. 把法定条件里所有的天数串起来：5 天、15 天（两处）、30 天、45 天、60 天、1 年分别对应什么规则和起算点？ / Connecting all statutory timeframes: what rules and starting events correspond respectively to 5 days, 15 days (two instances), 30 days, 45 days, 60 days, and 1 year?

总结：用三句话总结本章：第一句写政府与 PACICC 怎么管保险公司及经纪人受托责任，第二句写《Insurance Act》对火险保单必载、搬移与三必保四除外的底线要求，第三句按时间顺序串起 15 条法定条件里的核心数字。 / Summarize this chapter in three sentences: first, explain how government regulators and PACICC monitor insurer solvency and enforce broker fiduciary duties; second, describe the Insurance Act baseline requirements for mandatory policy contents, removal coverage, three mandatory fire perils, and four statutory exclusions; third, sequence the core statutory numbers across the 15 Statutory Conditions in chronological order.

第 4 章 · 保险流程：投保到理赔 / The Insurance Process: From Application to Claims

行业与监管 / Industry　P2 稳住 / Hold steady　The Insurance Process · 练习卷 7 题 · 模考 6 题

带着这几道题读：针对经纪人的E&O索赔中，占近一半的头号原因是什么？ / What is the leading cause that accounts for nearly half of all E&O claims brought against brokers?；怕客户流失能否隐瞒不利事实？经纪人对保险公司欠什么？ / Can unfavorable facts be concealed to prevent client loss, and what duty does a broker owe to the insurer?；核保人核查申请人以往的可疑赔案和财务状况，查的是哪一类危险？ / When an underwriter checks an applicant's suspicious past claims and financial condition, which category of hazard is being investigated?；核保人需要考牌吗？核保的首要职能是定价还是挑风险？ / Does an underwriter need to be licensed, and is the primary function of underwriting rating or risk selection?；客户报案时嫌损失太小怎么办？保险公司何时用独立理赔人？ / How should a brokerage respond if a client reports a very minor loss, and when does an insurer use an independent adjuster?

怎么考

- 定性判断经纪人（broker）的双重义务：题干给出客户利益与保费高低、风险瑕疵冲突的场景，考你能否选出「对客户尽合理技能、谨慎与勤勉」及「对保险公司如实披露全部重要事实」，剔除「只看最低价」或「只替客户说话」的绝对化表述。 / Qualitatively evaluate the dual duties of a broker: given scenarios where client interests conflict with premium levels or risk deficiencies, test whether you can identify reasonable skill, care and diligence owed to the client and full disclosure of all material facts to the insurer, while eliminating absolutist statements such as seeking only the lowest premium or acting solely for the client.
- 区分错误与遗漏（E&O）的头号原因与其他成因：直接问哪一项最常引发 E&O 索赔，考你能否锁定占近 50% 的「保障不足（inadequate coverage）」及其四种具体表现，不把「违反经纪协议」或「续保出错」当成主因。 / Distinguish the primary cause of errors and omissions (E&O) from secondary sources: directly asking which factor most commonly triggers E&O claims, testing whether you can pinpoint inadequate coverage (accounting for nearly 50%) along with its four specific forms, without mistaking brokerage agreement violations or renewal errors for the primary cause.
- 通过核保调查动作反推危险类别：给出一项核保人（underwriter）的核查行为（如查阅财务状况、过往理赔历史或实地看建筑与杂物堆放），考你判断核保人真正担心的是物质危险（physical hazard）还是道德危险（moral hazard）。 / Infer the hazard category from an underwriter's investigation actions: given a verification action by an underwriter (such as examining financial condition, prior claims history, or inspecting building construction and clutter), test whether you can determine if the underwriter is concerned with a physical hazard or a moral hazard.
- 考查核保人的身份、首要职能、四类信息源与五种核保决定：常把「绑定保障、签发保单、计算个人险费率」塞进干扰项，考你能否认准核保人是无须领牌的保险公司雇员，首要职能是

高频陷阱（看到信号就警觉）

单边义务陷阱 / One-Sided Duty Trap：选项里出现 only（只）、lowest premium（最低保费）、no obligation to the insurer（对保险公司无义务）等极端词。 / Options containing extreme words such as only, lowest premium, or no obligation to the insurer.

E&O主因与次因混淆 / Confusing Primary vs Secondary Causes of E&O：题干出现 primary cause、most common source、nearly half of all E&O claims 等问「主要原因」的字眼。 / Question stems containing phrases asking for the leading cause, such as primary cause, most common source, or nearly half of all E&O claims.

物质与道德危险混淆 / Confusing Physical and Moral Hazards：题干描述核保人查的是「申请人的人品、财务、过往理赔水分或粗心态度」还是「建筑结构、占用性质、场所整洁度」。 / Notice whether the stem describes investigating the applicant's character, finances, inflated past claims, or careless attitude versus building construction, occupancy type, or housekeeping neatness.

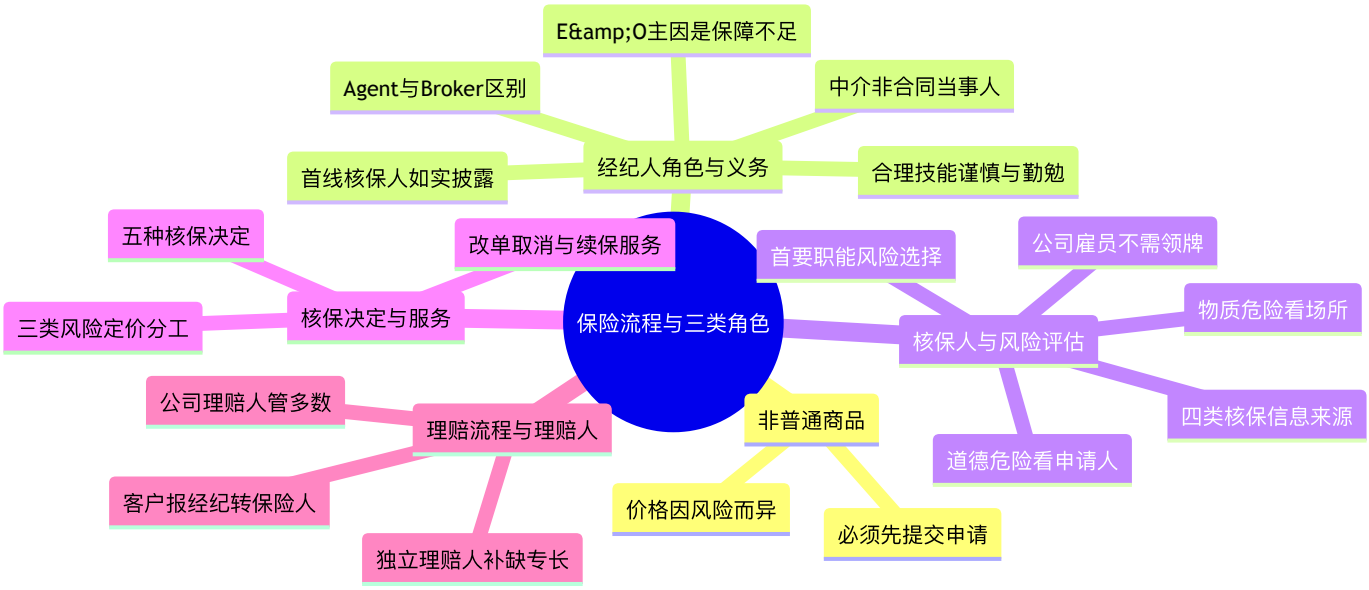
核保首要职能与次要工作混淆 / Confusing Primary Underwriting Function with Routine Tasks：题干问 primary function 或 main role of an underwriter，干扰项列出 rating、issuing policies、policyholder service。 / Question stems asking for the primary function or main role of an underwriter while distractors list rating, issuing policies, or policyholder service.

考试口径与BC现行法混淆 / Confusing Exam Syllabus with Current BC Practice：题干围绕 E&O 个人是否需单独投保、核保人是否需要领牌、Agent 与 Broker 的定义区别提问。 / Question stems inquiring whether brokerage employees need individual E&O, whether underwriters must be licensed, or the legal distinctions between agents and brokers.

挑出最可能盈利的风险（risk selection）。 / Examine the underwriter's role, primary function, four information sources, and five underwriting decisions: commonly placing binding coverage, issuing policies, or calculating personal lines rates into distractors, testing whether you recognize that an underwriter is an unlicensed employee of the insurance company whose primary function is risk selection (selecting risks most likely to be profitable).

- 考查出险后的两步报案链路与两类理赔人（claims adjuster）分工：问客户报小案时经纪行怎么应对，或什么时候动用独立理赔人（independent adjuster），考你区分公司理赔人（处理多数案件）与独立理赔人（缺人手或需特殊专长时聘用）。 / Examine the two-step loss reporting path and division of labor between two types of claims adjusters: asking how a brokerage handles minor loss reports, or when an independent adjuster is engaged, testing whether you distinguish company adjusters (handling most claims) from independent adjusters (hired during staff shortages or when special expertise is required).

导图



第 4 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
保险不是普通商品的两点原因 / Two Reasons Why Insurance Is Not an Ordinary Commodity	commodity / application	保险必须先提交投保申请（不合标准通常拒保），且保费因被保风险的不同因素而异，不是人人同价。 / An application must be submitted before insurance is issued (substandard risks are generally declined), and premiums vary based on specific risk factors rather than being the same for everyone.
合同当事人与中介角色 / Parties to the Contract and Intermediary Roles	intermediary / parties to the contract	保险合同只有被保险人和保险公司两个当事人；经纪人和代理人都只是中介，不是合同当事人。 / An insurance contract has only two parties: the insured and the insurer; both brokers and agents are merely intermediaries and are not parties to the contract.
Agent 与 Broker 的两点区别 / Two Distinctions Between an Agent and a Broker	agent / broker	Agent 首要对保险公司负责且通常只代表一家公司；Broker 首要对客户负责且通常可在多家公司间比较。 / An agent owes primary duty to the insurer and usually represents a single company; a broker owes primary duty to the client and typically compares options across multiple insurers.
对客户的法律标准与 E&O 索赔 / Legal Standard Owed to Clients and E&O Claims	reasonable skill, care and diligence / errors and omissions (E&O)	经纪人须以合理的技能、谨慎与勤勉确保客户获得恰当建议与保障，未达标致客户受损会引发针对经纪人和经纪行的 E&O 索赔。 / Brokers must exercise reasonable skill, care and diligence to ensure clients receive proper advice and coverage; failure to meet this standard resulting in client financial loss can trigger E&O claims against both the broker and the brokerage.
E&O 头号原因：保障不足 / Primary Cause of E&O Claims: Inadequate Coverage	inadequate coverage	保障不足占 E&O 索赔近 50%，包括未告知除外责任、未安排或安排太晚、安排了错误保障、对能否买到某保障给了错误说法。 / Inadequate coverage accounts for nearly 50% of all E&O claims, arising from failure to advise on exclusions, failing to place coverage or placing it too late, arranging incorrect coverage, or misrepresenting the availability of coverage.
对保险公司的义务与首线核保人 / Duty to the Insurer and First Line Underwriter	first line underwriter	经纪人最先接触风险，须对保险公司说真话且不隐瞒重要信息，绝不能因怕客户流失而隐瞒不利事实。 / As the first to assess a risk, the broker must tell the insurer the truth and not withhold material information, never concealing unfavorable facts out of fear of losing the client to a competitor.
核保人身份、首要职能与信息源 / Underwriter Role, Primary Function and Information Sources	underwriter / risk selection / loss experience data	核保人是无须领牌的保险公司雇员，首要职能是挑出最可能盈利的风险，依据投保单、经纪人、过去 3 到 5 年损失经验数据及检查报告做判断。 / An underwriter is an unlicensed employee of the insurance company whose primary function is risk selection (selecting risks most likely to be profitable), relying on the application, the broker, 3 to 5 years of loss experience data, and inspection reports.
物质危险与道德危险的区分 / Distinction Between Physical Hazard and Moral Hazard	physical hazard / moral hazard / indifference to loss	物质危险关乎场所（建筑结构、占用性质、内务管理），看得见且常能降低；道德危险关乎人（财务状况、品行、对损失漠不关心），极难发现。 / Physical hazards relate to the premises (building construction, occupancy, housekeeping), are observable, and can often be reduced; moral hazards relate to the applicant (finances, character, indifference to loss) and are extremely difficult to detect.
五种核保决定与三类定价分工 / Five Underwriting Decisions and Three Rating Approaches	rating / rate manual / rating sheet	核保决定有拒保、原样接受、加费接受、提高免赔额接受、附条件接受五种；个人险由经纪人查费率手册算，小企业用费率表，复杂商业险全由核保人定价。 / Underwriters have five decisions: reject, accept as submitted, accept with a rate increase, accept with a higher deductible, or accept subject to conditions; rating is done by brokers using rate manuals for personal lines, rating sheets for small businesses, and entirely by underwriters for complex commercial risks.
理赔两步流程与两类理赔人 / Two-Step Claims Process and Two Types of Claims Adjusters	claims adjuster / company adjuster / independent adjuster	出险后先由被保险人报经纪行、再由经纪行报保险公司；公司理赔人处理大部分案件，独立理赔人在内部缺人手或需特殊专长时使用。 / Following a loss, the insured reports first to the brokerage, which then notifies the insurer; company adjusters handle the majority of claims, while independent adjusters are used when internal staff is unavailable or specialized expertise is required.

自测提问（康奈尔左栏）

1. 为什么说保险不是普通商品（commodity）？保险合同的当事人是谁？ / Why is insurance not an ordinary commodity, and who are the parties to an insurance contract?
2. Agent 和 Broker 在法律上的两点核心区别是什么？ / What are the two core legal distinctions between an agent and a broker?

3. 经纪人对客户和保险公司各负什么首要义务？E&O 索赔占近 50% 的头号原因有哪四种具体表现？ / What primary duties does a broker owe to the client and to the insurer, and what are the four specific forms of inadequate coverage that account for nearly 50% of E&O claims?
4. 核保人的首要职能是什么？哪四个信息源帮他识别物质危险和道德危险？ / What is an underwriter's primary function, and which four information sources help identify physical hazards and moral hazards?
5. 核保人有哪五种决定？出险后理赔分哪两步、两种理赔人分别在什么情况下出面？ / What are the underwriter's five decision options, what are the two steps in reporting a loss, and under what circumstances are the two types of adjusters assigned?

总结：请用三句话总结一张保单从投保到理赔经过的三个岗位（经纪人、核保人、理赔人），分别写出他们的核心职责以及最容易踩坑的考点。 / In three sentences, summarize the three roles a policy passes through from application to claim (broker, underwriter, claims adjuster), highlighting their core responsibilities and the most common exam pitfalls.

第 5 章 · 财产险保单的共同特征 / Chapter 5: Common Features of Property Insurance Policies

财产险与责任 / Property & Liability　P1 必拿分 / Must score　Property Policies: Common Features · 练习卷 11 题 · 模考 10 题

带着这几道题读：房屋全毁时有按揭贷款，保单赔款先给银行还是被保险人？ / When an insured building is completely destroyed and carries a mortgage, is the policy payout paid to the lender or to the insured first?；出险时怎么算实际现金价值（ACV）？三者取最小比哪三个数？ / How is actual cash value (ACV) calculated upon a loss, and which three figures are compared under the least-of-three rule?；被保险人违反保证但与损失起因无关，保险公司能否据此拒赔？ / If an insured breaches a warranty that has no connection to the cause of loss, can the insurer deny the claim?；火灾灭火造成的水渍、斧劈与冷库断电坏货，哪些算直接损失？ / Among water damage, axe cuts from firefighting, and freezer stock spoilage from power failure, which are considered direct losses?；财产险除外财产中空置超多少天不保？雷电是不是除外风险？ / Under property exclusions, how many days of vacancy excludes coverage, and is lightning an excluded peril?

怎么考

- 赔款计算综合题：给出重置成本（replacement cost）、折旧（depreciation）、被保险人权益比例、保单保额及免赔额（deductible），要求先按实际现金价值（actual cash value, ACV = 重置成本 − 折旧）与权益、保额"三者取最小"，再扣除免赔额算出最终赔付。 / Comprehensive loss settlement calculations: given replacement cost, depreciation, the insured's insurable interest, policy limit, and deductible, testing whether you can determine actual cash value (ACV = replacement cost minus depreciation), apply the least-of-three-amounts rule (ACV, insurable interest, policy limit), and subtract the deductible to calculate the final claim payout.
- 按揭权人（mortgagee）叠加理赔题：把"三者取最小"与标准按揭条款（Standard Mortgage Clause）串在一道题里，先确定保单应付总赔款，再把按揭余额优先赔给按揭权人，最后问被保险人本人（insured）能拿到多少，专门抓跳步或看错受款人的考生。 / Mortgagee loss settlement priority scenarios: combining the least-of-three-amounts rule with the Standard Mortgage Clause in a single question, first determining total policy payable loss, paying the outstanding mortgage balance to the mortgagee first, and asking how much the insured personally receives, targeting candidates who skip steps or mistake the payee.
- 条件（condition）与保证（warranty）辨析题：通过正误判断或场景案例，考察违反保证"不论与损失有无因果关系均可拒赔"的考试口径，以及法定条件（statutory conditions）与保单条件（policy conditions）的来源与适用保单。 / Distinguishing conditions from warranties: using true/false or scenario-based questions to test the official exam standard that breaching a warranty allows claim denial regardless of whether the breach had any connection to the loss, as well as the origins and policy applications of statutory conditions versus policy conditions.

高频陷阱（看到信号就警觉）

三者取最小漏算或错选受款人 / Omitting the Least-of-Three Rule or Selecting the Wrong Payee：题干同时出现多个金额（重置成本、折旧、保额、按揭余额）并问"how much is the insured entitled to receive"时。 / Questions presenting multiple dollar figures (replacement cost, depreciation, policy limit, mortgage balance) and asking how much the insured is entitled to receive.

把保证当条件看因果关系 / Treating Warranties as Conditions Regarding Causation：题干出现 warranty、strict compliance 或描述被保险人违规行为与起火原因毫无关系时。 / Question stems mentioning warranty, strict compliance, or describing an insured's non-compliance that has no connection to the cause of fire.

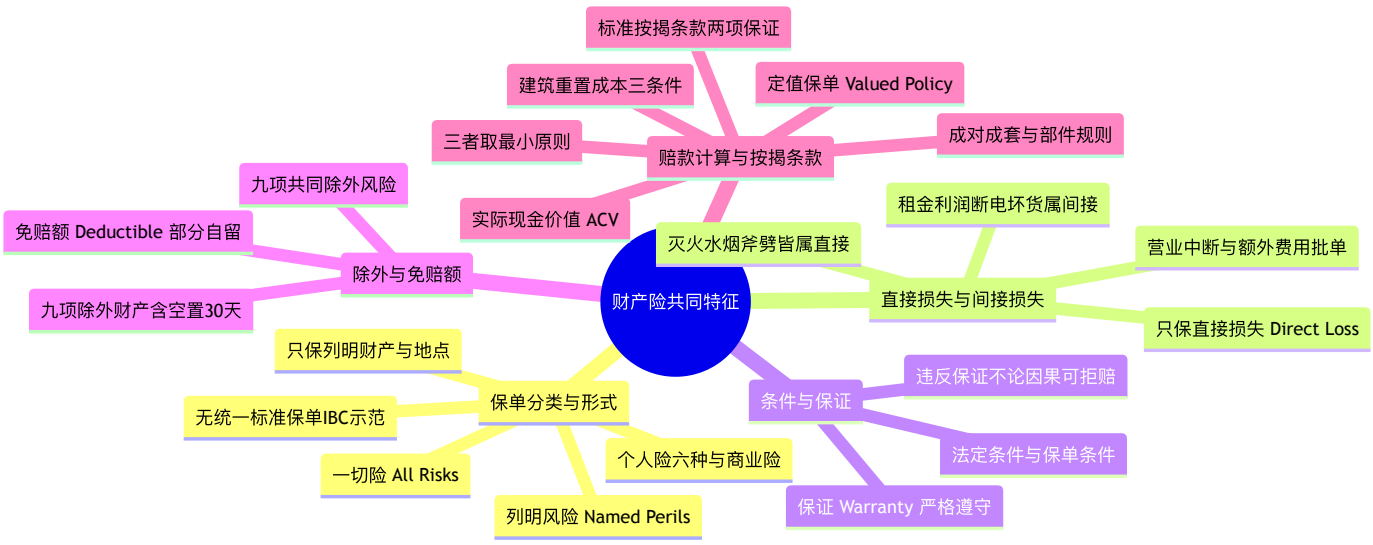
重置成本三条件缺一仍按新价算 / Applying Replacement Cost When Missing One of the Three Conditions：题干提到搬迁到其他城市重建、决定拿钱不修、已买新机但旧机未扔，或标的是商业存货时。 / Question stems mentioning rebuilding in another city, taking a cash settlement instead of repairing, keeping old equipment after buying new, or covering commercial stock.

空置天数缩水与雷电误列除外 / Truncated Vacancy Days and Misclassifying Lightning as Excluded：题干问 EXCEPT / NOT excluded，选项中出现 vacant for 15 consecutive days 或 lightning 时。 / Question stems asking EXCEPT or NOT excluded, where options list vacant for 15 consecutive days or lightning.

灭火破坏当间接、断电坏货当直接 / Mistaking Firefighting Damage for Indirect and Power Loss Spoilage for Direct：题干区分消防施救造成的损坏（水、烟、高温、斧劈）与后续营业收入、租金或断电导致的存货损失时。 / Questions requiring candidates to distinguish firefighting damage (water, smoke, heat, axe cuts) from subsequent loss of income, rent, or freezer inventory spoilage caused by power disruption.

- 除外财产与除外风险找例外题：用“下列哪项不属于除外财产/除外风险”反向设问，常把连续空置超过 30 天（vacant property）篡改为 15 天，或把火险法定必保的雷电（lightning）混入除外风险列表。 / Identifying exceptions to excluded property and excluded perils: using reverse question stems asking which item is NOT excluded, frequently altering the threshold for vacant property from more than 30 consecutive days to 15 days, or inserting statutorily covered lightning into the excluded perils list.
- 直接损失（direct loss）、重置成本三条件与成对成套（pair and set）场景题：给定火灾施救损坏、停电致存货变质、异地重建、未实际修复或成套藏品单件遗失等具体情境，测试考生能否按保单规则判断赔与不赔、按 ACV 还是按重置成本赔。 / Direct loss, replacement cost conditions, and pair and set scenarios: given situations involving firefighting damage, power interruption leading to spoiled stock, rebuilding on another site, failure to repair, or loss of one item from a set, testing whether candidates can apply policy rules to determine coverage and whether settlement is on an ACV or replacement cost basis.

导图



第 5 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
列明风险与一切险 / Named Perils versus All Risks	Named perils vs. All risks	财产险没有统一标准保单（多基于 IBC 示范表单修改）；列明风险保单只保列出的风险，一切险承保一切直接实质性损毁但仍受保单明文除外的限制。 / There is no standardized property insurance policy, as most forms are adapted from IBC advisory models; named perils policies cover only specified perils, whereas all risks policies cover all direct physical damage subject to explicit policy exclusions.
承保财产与地点限制 / Property and Location Insured	Property and location insured	保障只限保单列明的地点；房主表自动承保住宅建筑（dwelling）、独立附属建筑（detached private structures）和个人财物（personal property）三项，商业险则只有写了保额的项目（如建筑、存货、设备）才有保障。 / Coverage is strictly restricted to locations specified in the policy; homeowners forms automatically cover dwelling buildings, detached private structures, and personal property, whereas commercial policies cover only items with a specific limit of insurance shown, such as building, stock, or equipment.
直接损失与间接损失 / Direct Loss versus Indirect Loss	Direct loss vs. Indirect loss	财产险只保直接损失（含灭火水渍、消防斧劈屋顶、烟熏和高温损坏）；租金损失、利润损失或因外线起火断电导致的冷库货物变质属于间接损失，需另加营业中断（Business Interruption）或额外费用（Extra Expense）表单。 / Property insurance covers direct loss only, including firefighting water damage, roof axe cuts, smoke, and heat damage; loss of rent, loss of profit, or refrigerated stock spoilage from off-premises power disruption are indirect losses requiring Business Interruption or Extra Expense endorsements.
条件与保证的区别 / Distinction Between Conditions and Warranties	Conditions and Warranties	条件（法定条件与保单条件）要求做或不做某事；保证（warranty）担保某事实如此并持续如此，要求严格遵守，违反保证时无论该违反与损失原因有无关系，保险公司均可拒赔。 / Conditions, both statutory and policy conditions, require the insured to do or refrain from doing something; warranties certify that certain facts are and will continue to be true and require strict compliance, such that breaching a warranty allows the insurer to deny a claim regardless of whether the breach had any connection to the loss.
九项除外财产与九项除外风险 / Nine Excluded Properties and Nine Excluded Perils	Property excluded and Perils excluded	通常除外的九项财产含债权凭证、证券、汽车、船、飞机、现金、其他机动车、账簿及连续空置超过 30 天的财产；共同除外风险含地震、洪水、农工业烟、磨损变质、锈蚀、战争、核事故、建筑法规增加费用及下水道倒灌（地震和洪水易加买）。 / The nine standard excluded properties include evidences of debt or title, securities, automobiles, watercraft, aircraft, money, other motorized vehicles, books of account, and vacant property vacant for more than 30 consecutive days; common excluded perils include earthquake, flood, agricultural or industrial smoke, wear and tear, rust, war, nuclear incident, increased cost of compliance with building by-laws, and sewer back-up (earthquake and flood are readily buyable).
免赔额与部分自留 / Deductibles and Partial Risk Retention	Deductible and Partial retention	免赔额是每次损失由被保险人先自留承担的金额（partial retention），免赔额越高保费越低；个人险常见区间为 $200–$1,000 且全单共用一个免赔额，商业险以最低 $500 为标准。 / A deductible is the amount of each loss retained by the insured representing partial retention, where a higher deductible yields a lower premium; personal lines policies typically range from $200 to $1,000 with a single deductible applying to the entire policy, while commercial policies establish a $500 minimum standard.
成对成套与部件规则 / Pair and Set and Parts Rules	Pair and set / Parts	成对成套财物遗失或损坏其中一件时，赔款须扣除剩余完好物件的价值；由多个部件组成的财产仅局部损坏时，只赔受损部件的价值加安装费，不赔整件。 / When one item of a matched pair or set is lost or damaged, the claim settlement must deduct the value retained by the remaining item; when property consisting of several parts suffers partial damage, payment covers only the value of the damaged part plus installation costs, not the entire item.
三者取最小与实际现金价值 / Least-of-Three Amounts and Actual Cash Value	Actual Cash Value (ACV) and Indemnity Agreement	赔款不超过出险时实际现金价值（ACV = 重置成本 − 折旧，折旧看状况、过时、转售价值、正常寿命四因素）、被保险人权益、声明页保额三者中的最小数，再扣免赔额。 / Claim payment does not exceed the least of actual cash value at the time of loss, where ACV equals replacement cost minus depreciation based on condition, obsolescence, resale value, and normal life expectancy, the insured's insurable interest, and the policy limit on the declarations page, minus the deductible.
建筑重置成本三条件与定值保单 / Three Replacement Cost	Replacement Cost Basis and Valued Policy	建筑按重置成本（同类同质新财产、不扣折旧）赔付须同时满足尽职迅速重置、同址或邻址重建、实际完成重置后才付差额三项条件（缺一按 ACV 赔，IBC 4005 不保商业存货）；无法重置的古董艺术品等可用定值保单按评估师约定的价值赔付。 / Building settlement on a replacement cost basis, providing new property of like kind and quality without deduction for depreciation, requires

Conditions and Valued Policies		fulfilling three conditions: replacement with due diligence and dispatch, repair or reconstruction on the same or an adjacent site, and payment of the difference only after work is actually completed; failing any condition restricts settlement to ACV, and IBC 4005 excludes commercial stock; irreplaceable antiques and fine arts may be insured under a valued policy paying the value agreed with an appraiser.
标准按揭条款两项保证 / Two Protections of the Standard Mortgage Clause	Standard Mortgage Clause	被保险人须负责将保单核证副本（certified copy）交予按揭权人；标准按揭条款保证被保险人违反条件或做不实陈述时按揭权人仍照常受偿，且保险公司不给同样法定通知不得终止保单或作不利改动。 / The insured is responsible for delivering a certified copy of the policy to the mortgagee; the Standard Mortgage Clause guarantees that the mortgagee's protection remains valid even if the insured breaches policy conditions or makes a misrepresentation, and the insurer cannot cancel or amend the policy to the mortgagee's prejudice without providing the same statutory notice.

自测提问（康奈尔左栏）

1. 房主保单自动承保哪三项财产？商业财产险要怎样才有保障？ / Which three items of property are automatically covered under a homeowners policy, and what is required for property to be covered under a commercial policy?
2. 哪些损失算火灾的直接损失？为什么冷库断电坏货和租金损失不赔？ / Which losses are considered direct losses from a fire, and why are freezer spoilage from power failure and loss of rent not covered?
3. 违反条件（condition）与违反保证（warranty）在因果关系要求上有什么本质区别？ / What is the fundamental difference in causation requirements between breaching a condition and breaching a warranty?
4. 写出“三者取最小”的三项内容、ACV 的公式及影响折旧的四个因素。 / What are the three components of the least-of-three rule, the formula for ACV, and the four factors influencing depreciation?
5. 建筑按重置成本赔付必须满足哪三个条件？标准按揭条款给按揭权人哪两项保证？ / Which three conditions must be satisfied for building settlement on a replacement cost basis, and what two protections does the Standard Mortgage Clause provide to a mortgagee?

总结：用自己的话把“定承保范围（财产、地点、直接损失、除外）→ 算赔款上限（三者取最小或重置成本三条件减免赔额）→ 分赔款顺序（按揭权人优先受偿）”串成三条看题口诀。 / In your own words, summarize three exam problem-solving rules connecting: defining coverage scope (property, location, direct loss, exclusions) -> calculating maximum payout (least of three amounts or replacement cost conditions minus deductible) -> determining payout priority (mortgagee paid first).

第 6 章 · 住宅保险 / Habitational Insurance (Homeowners, Condominium, Tenants, and Related Forms)

财产险与责任 / Property & Liability　P1 必拿分 / Must score　Habitational Insurance · 练习卷 14 题 · 模考 12 题

带着这几道题读：夫妻分居搬出或成年子女住校，谁仍算保单上的被保险人？ / When spouses separate and move out or adult children live away at school, who still qualifies as an insured under the policy?；换锁、冰柜食品变质与消防费索赔，保单是否扣除免赔额？ / Are claims for lock replacement, freezer food spoilage, and fire department charges subject to the policy deductible?；火灾后市政要求提高建筑标准，重置成本是否赔法规升级费？ / When municipal bylaws require higher construction standards after a fire, does replacement cost cover bylaw upgrade expenses?；皮草大衣在火灾中全损，是否受两千元特别限额封顶限制？ / If a fur coat is a total loss in a fire, is it subject to the $2,000 special limit cap?；冬季离家度假超过四天，水管冻裂在什么条件下保单才赔？ / Under what conditions does the policy cover frozen burst pipes when homeowners are away on vacation for more than four days in winter?

怎么考

- 情景理赔判断（赔不赔）：给出具体出险经过（如壁炉冒烟、拔掉冰柜插头、分居配偶失火、带营业电脑去外地出差被盗），测试对承保危险附加条件与除外条款的精准识别。 / Scenario-based claim coverage determinations (covered vs. not covered): presenting specific loss scenarios (such as fireplace smoke, unplugging a freezer, fire damage involving a separated spouse, or theft of a business laptop while traveling), testing precise identification of insured perils, qualifying conditions, and policy exclusions.
- 找例外题（EXCEPT / NOT covered）：列出四个看似合理的保障陈述（如钥匙丢失或被盗换锁、房客计入被保险人、共管单元表承保单元购买价），专考条文里的一字之差。 / Identifying exceptions (EXCEPT / NOT covered questions): presenting four plausible coverage statements (such as lock replacement for lost or stolen keys, counting boarders as insureds, or condominium unit forms covering the unit purchase price), specifically testing subtle wording distinctions within policy provisions.
- 特别限额与免赔额计算：区分「不论原因（all losses）」与「仅限被盗（theft only）」两类特别限额，以及「先扣免赔额、再套特别限额」和五项不扣免赔额扩展的算账规则。 / Special limits and deductible calculations: distinguishing between the two categories of special limits—those applying to all losses versus those applying to theft only—and applying the accounting rules where the deductible is deducted before the special limit is applied, as well as identifying the five extensions of coverage subject to no deductible.
- 时钟与数字边界题：围绕空置两只时钟（当刻停 3 险 vs 超过 30 天全停）、冬季离家超过 4 个连续日的冻结条件、180 天重置补差期、民政当局禁入 2 周等硬数字设题。 / Timelines and numerical thresholds: testing exact numerical limits surrounding the two vacancy clocks (immediate suspension of three perils versus total suspension after 30 consecutive days), the freezing condition requiring

高频陷阱（看到信号就警觉）

特别限额错把「仅被盗」当「不论原因」 / Mistaking Theft-Only Special Limits for All-Loss Limits：题干出现皮草、珠宝、钱币、邮票、收藏卡、自行车受损时，先看受损原因是「火灾/风暴」还是「被盗」；出现营业工具或电脑时，先看是在「处所内」还是「带出门」。 / When question stems mention damaged furs, jewellery, numismatic property, stamps, collector cards, or bicycles, first check whether the peril is fire/windstorm or theft; when business tools or laptops appear, first check whether they were on the premises or taken off the premises.

扩展保障的条件刺与免赔额混淆 / Confusing Extension Conditions and Deductible Exceptions：题干出现钥匙（看是 lost 还是 stolen）、冰柜化冻（看是机械故障/意外停电还是拔插头/跳闸）、室内植物冻死（看有无承保危险先造成建筑或设备实体损坏）。 / In question stems mentioning keys, check whether they were lost or stolen; for freezer thawing, check whether caused by off-premises power interruption/mechanical breakdown or local unplugging/tripped breakers; for frozen indoor plants, check whether an insured peril first caused physical damage to the building or heating equipment.

1151 十三项列名险的隐含前提缺失 / Overlooking Prerequisites and Internal Exclusions in Form 1151 Named Perils：看到 fireplace（壁炉烟不保）、tree branch hitting patio furniture（没先砸建筑外部）、insured driving own car（自家车撞不保）、rain through open window（风暴未先造成建筑开口）。 / Watch for fireplace smoke (excluded under smoke), a tree branch hitting patio furniture (falling object must first strike the exterior of the building), an insured driving their own vehicle (impact excludes vehicles owned or driven by an insured or employee), or rain entering through an open window (windstorm requires storm damage to first create an opening in the roof or walls).

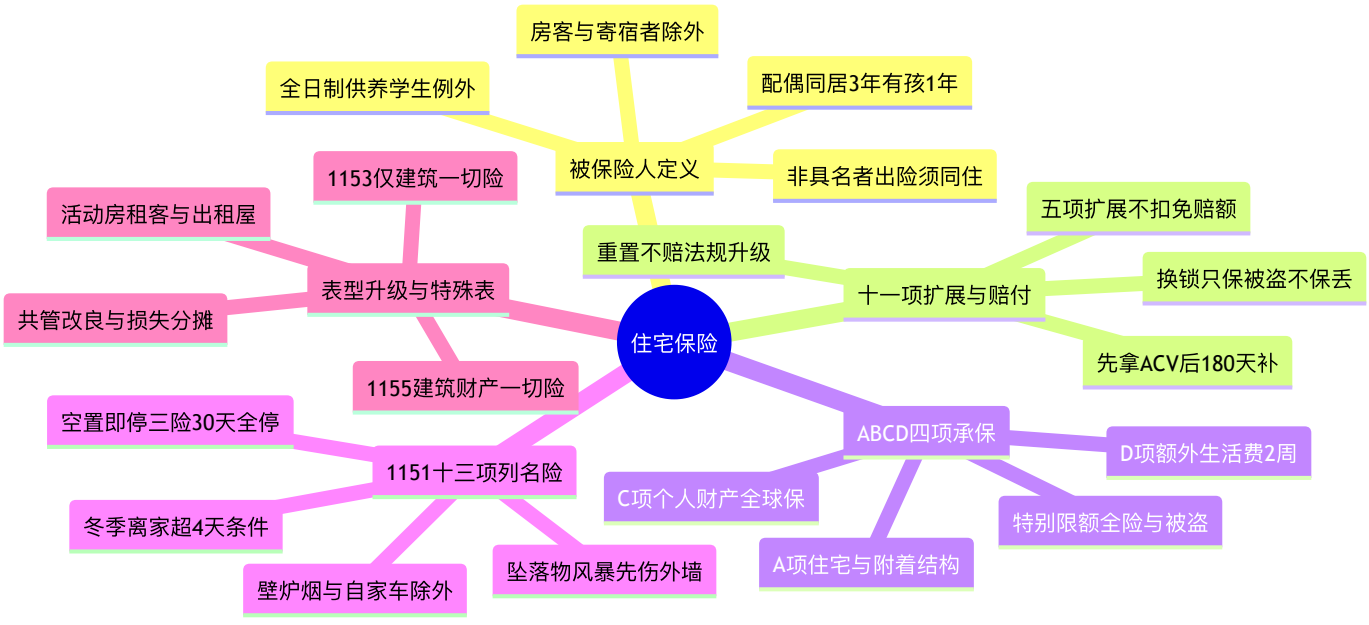
daily checks when away for more than 4 consecutive days in winter, the 180-day replacement cost settlement window, and the two-week civil authority prohibited access extension.

- 表型横向对比（1151 vs 1153 vs 1155 及共管表）：考查 1153 只把建筑升级为一切险而个人财产仍为列名险、1155 建筑与财产双升级，以及共管业主损失分摊与单元改良的触发前提。 / Cross-comparison of policy forms (Form 1151 vs. Form 1153 vs. Form 1155 and condominium forms): testing how Form 1153 upgrades only the dwelling to all risks while personal property remains named perils, how Form 1155 upgrades both building and personal property to all risks, and the specific triggers for loss assessment and unit improvements under condominium unit owner forms.

空置（vacant）两只时钟与冬季离家 4 天混用 / Confusing the Two Vacancy Clocks with the Four-Day Winter Absence Rule：题干写明住户迁出无意返回（哪怕留着家具）即触发空置：破坏、水损、玻璃破碎当刻停保，超过 30 天全部停保；题干写冬季度假离家看是否超过 4 个连续日及有无每日查看或排空水管。 / When occupants move out with no intent to return (even if furnishings remain), vacancy is triggered: vandalism, water damage, and glass breakage cease immediately, while all coverage ceases once vacant for more than 30 consecutive days; for winter vacations, check whether the absence exceeds 4 consecutive days and whether daily heating checks or draining of water supplies were performed.

1153 阔表承保范围与共管摊派条件张冠李戴 / Misapplying Form 1153 Broad Form Coverage and Condominium Assessment Triggers：看到 1153 Broad Form 先区分受损的是建筑（A/B，一切险）还是个人财产（C，仍是列名险）；看到共管法团摊派，核对摊派原因是否属于法团保单不足且损失原因受业主自己保单承保。 / Under Form 1153 Broad Form, distinguish whether damaged property is building (Coverages A and B, all risks) or personal property (Coverage C, remains named perils); for condominium corporation assessments, check whether the assessment results from a shortfall in the corporation's master policy and whether the underlying peril is covered by the unit owner's own policy.

导图



第 6 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
被保险人范围与同住硬条件 / The Insured, Spouse, and Cohabitation Requirements	The Insured / spouse / common-law partner	非具名被保险人（配偶、双方亲属、21 岁以下受照管者）出险时必须与具名人同住（全日制受供养学生例外，可超 21 岁且住校）；同居伴侣须连续同居 3 年，或系共同子女的亲生/收养父母且同居 1 年；房客与寄宿者不算被保险人，且只有具名人可起诉保险公司。 / Unnamed insureds (spouse, relatives of either, and persons under 21 in their care) must be living in the same household with the named insured at the time of loss (except full-time students dependent on the named insured, who may be over 21 and temporarily living away at school); a common-law partner qualifies as a spouse only after living together continuously for 3 years, or for 1 year if they are natural or adoptive parents of the same child; boarders and roomers are excluded from the definition of the insured, and only the named insured has the legal right to commence an action against the insurer.
十一项扩展与五项免扣免赔额 / Extensions of Coverage and Five Deductible-Exempt Items	Extensions of Coverage	消防费（$1,000）、冰柜食品（$2,000，限意外停电或机械故障，拔插头与跳闸除外）、换锁（$500，限钥匙被盗且报案，丢失不赔，换锁或改钥匙由保险公司定）、纵火举报奖励（$1,000）、信用卡伪钞（$1,000）五项不扣免赔额；温差损失须承保危险先对建筑或设备造成实体损坏。 / Five extensions of coverage are exempt from the policy deductible: fire department charges ($1,000), freezer food ($2,000, limited to accidental power interruption or mechanical breakdown, excluding deliberate disconnection or tripped breakers within the building), lock replacement ($500, applies only when keys are stolen and reported to police, excluding lost keys, with replacement or rekeying at the insurer's option), arson conviction reward ($1,000), and credit or debit card and counterfeit currency ($1,000); change of temperature loss requires an insured peril to first cause direct physical damage to the building or heating equipment.
赔付基础、法规升级除外与 180 天补差 / Basis of Claim Payment, Bylaw Upgrades Exclusion, and 180-Day Rule	Basis of Claim Payment / Guaranteed Replacement Cost	建筑在合理时间内同址同用途同类材料修复按重置成本赔，不修按实际现金价值（ACV）赔，重置与保证重置成本均不赔因建筑法规升级增加的费用；个人财产默认重置成本（古董艺术品、收藏纪念品、失修品、堆积不再作原用途品按 ACV），可先拿 ACV 并在损失日起 180 天内修复替换后补差。 / Dwelling buildings repaired or replaced within a reasonable time on the same site with materials of similar quality and used for the same occupancy are settled on a replacement cost basis, whereas unperformed repairs are settled on an actual cash value (ACV) basis; neither replacement cost nor guaranteed replacement cost pays for additional costs necessitated by building bylaws or ordinances; personal property defaults to replacement cost (except antiques/fine arts, memorabilia/souvenirs, poorly maintained items, and obsolete stored items no longer used for their original purpose, which are settled on an ACV basis), and insureds may take an initial ACV settlement and claim the difference within 180 days from the date of loss upon completing repair or replacement.
Coverage A/B/C/D 结构与套装规则 / Coverages A, B, C, and D Structure and Package Policy Rules	Coverage A, B, C, D / Package Policy	标准定额比例为 B（附属独立建筑）= A×10%、C（个人财产）= A×70%–90%、D（额外生活费）= A×20%，均在 A 之外另加且套装保障只能加不能删；A 含在建建材但建成入住前不保被盗，可选树木灌木最高 A×5%（单株 $500，不保风暴冰雹）。 / Standard package policy percentage limits add onto Coverage A rather than reducing it: Coverage B (detached private structures) = 10% of A, Coverage C (personal property) = 70% to 90% of A, and Coverage D (additional living expense) = 20% of A, and package coverages cannot be removed or declined; Coverage A includes building materials on the premises for construction but excludes theft until the dwelling is completed and ready for occupancy, and outdoor trees, shrubs, and plants are covered up to 5% of Coverage A ($500 per item, excluding windstorm and hail).
Coverage C 两类特别限额与扣减顺序 / Coverage C Special Limits of Insurance and Deductible Sequence	Special Limits of Insurance	特别限额按类别合计，遵循「先扣免赔额、再套特别限额」：不论原因封顶 8 项（营业用工具书籍 $2,000 且仅限处所上、证券 $2,000、学生财产 $2,500、现金 $200、园艺拖拉机 $5,000、船只 $1,000、电脑软件 $2,500 而硬件不限、备用汽车零件 $1,000）；仅被盗时封顶 5 项（珠宝皮草 $2,000、钱币 $200、邮票手稿 $1,000、收藏卡 $1,000、自行车每辆 $500）。 / Special limits apply in the aggregate per category and follow the sequence of deducting the policy deductible before applying the special limit: eight categories apply to all insured losses (business books and tools $2,000 and only while on the premises, securities $2,000, student property away at school $2,500, money or cash $200, garden-type tractors $5,000, watercraft $1,000, computer software $2,500 with hardware unlimited, and spare automobile parts $1,000); five categories apply to theft only (jewellery, watches, and furs

		$2,000, numismatic property/coin collections $200, stamps and manuscripts $1,000, collectible cards $1,000, and bicycles $500 each).
Coverage D 额外生活费与民政当局禁入 / Coverage D Additional Living Expense and Civil Authority Access	Additional Living Expense / Civil Authority	额外生活费只赔因承保危险使住宅不能居住而比平时多出来的必要开支（维持原有生活水准，不赔本就要付的按揭或常规伙食费）；当邻近处所受自己保单承保的危险损坏或突发意外致民政当局禁止进入时，额外生活费与公平租金价值最多赔 2 周（洪水、未投保的地震疏散不赔）。 / Additional Living Expense pays only the necessary increase in living costs over normal expenses incurred to maintain the insured's normal standard of living when an insured peril renders the dwelling uninhabitable (mortgage payments and normal food costs that would have been incurred anyway are not covered); when access to the premises is prohibited by civil authority due to damage to neighbouring premises by a peril insured under the policy or resulting from sudden emergency, Additional Living Expense and Fair Rental Value are covered for a maximum of 2 weeks (evacuations due to flood or uninsured earthquake are not covered).
IBC 1151 十三项列名险的边界刺 / IBC 1151 Basic Form Insured Perils and Internal Restrictions	IBC 1151 Basic Form Insured Perils	爆炸不含水锤；烟不含壁炉冒烟与忘关油锅；坠落物须先砸中建筑外部；车辆撞击不含被保险人或雇员拥有或驾驶的车且不保动物；风暴冰雹保内部财产须先在建筑造成开口；玻璃破碎不保个人财产玻璃；运输不保自有度假拖车内财产与船只。 / In Form 1151 named perils, explosion excludes water hammer; smoke excludes smoke from fireplaces and unattended cooking pans; falling object requires the object to first strike the exterior of the building; impact by land vehicle or aircraft excludes vehicles owned or operated by any insured or employee and excludes damage to animals; windstorm or hail covers interior personal property only if the storm first creates an opening in the building envelope; glass breakage covers building glass only and excludes personal property glass; transportation excludes personal property in a vacation or home trailer owned by the insured and watercraft.
水损九条除外、冬季冻结 4 天与空置两只时钟 / Water Damage Exclusions, Four-Day Winter Absence, and Two Vacancy Clocks	Water Damage Exclusions / Vacancy	冬季供暖季离家超过 4 个连续日，须安排称职人员每天进屋确保供暖或关水排空全部水管与盛水器具才赔有供暖部分的冻结（无需事先通知保险公司，无供暖部分冻结一律不赔）；住户迁出无意返回且无新住户即为空置（不论有无家具），破坏、水损、玻璃破碎在空置当刻停保，明知空置超过 30 个连续日全部保障停保。 / During the normal heating season, if all residents are away from the dwelling for more than 4 consecutive days, freezing water damage to heated portions is covered only if a competent person entered the house daily to ensure heat was maintained, or if the water supply was shut off and all pipes and domestic appliances were drained (prior notice to the insurer is not required; freezing in unheated portions is strictly excluded); a dwelling is vacant when all occupants have moved out with no intent to return and no new occupant has moved in (regardless of the presence of furnishings), where vandalism, water damage, and glass breakage cease immediately upon becoming vacant, and all coverage ceases when vacant for more than 30 consecutive days to the knowledge of the insured.
1153 阔表与 1155 综合表的升级差异 / Differences Between IBC 1153 Broad Form and IBC 1155 Comprehensive Form	IBC 1153 Broad Form / IBC 1155 Comprehensive Form	1153 仅把住宅与附属建筑（A、B）升级为一切险，个人财产（C）仍维持十三项列名险；1155 把建筑与个人财产全部升级为一切险（可保壁炉冒烟、大雪压塌屋顶等），但除外运动器材因使用损坏、磨损机械故障、沉降开裂、害虫啮齿动物及地动。 / Form 1153 Broad Form upgrades only the dwelling building and detached private structures (Coverages A and B) to all risks coverage, while personal property (Coverage C) remains covered under named perils; Form 1155 Comprehensive Form upgrades both building and personal property to all risks coverage (covering losses such as fireplace smoke or roof collapse from snow weight), subject to exclusions including damage to sporting equipment due to its use, wear and tear, mechanical breakdown, settling or cracking, vermin or rodents, and earthquake or earth movement.

共管单元业主表三项专属保障与活动房规则 / Condominium Unit Owners Form and Mobile Home Form Provisions	Condominium Unit Owners Form / Mobile Home Form	共管法团保建筑与共用部分，业主表（不保单元购买价）加保单元改良（基本 $1,000，按重置成本）、损失分摊（标准 $5,000，仅在摊派对应的损失也属业主自己保单承保危险时才赔）及单元额外保障；活动房表另给最高住宅保额 5% 的紧急迁移费，但搬运造成的损失不保。 / The Condominium Corporation insures the building and common elements, while the Condominium Unit Owners Form (which does not cover the purchase price of the unit) provides unit improvements and betterments (basic limit $1,000, settled on a replacement cost basis), loss assessment (standard limit $5,000, payable only if the underlying assessment resulted from an insured peril under the unit owner's policy), and unit additional protection; the Mobile Home Form provides emergency removal expenses up to 5% of Coverage A to disconnect and move the home when threatened by an insured peril, but excludes damage caused by the moving process.

自测提问（康奈尔左栏）

1. 非具名被保险人（配偶、同居伴侣、亲属、学生、受照管者）各自要满足什么硬条件才能获得保障？ / What specific conditions must each unnamed insured (spouse, common-law partner, relatives, dependent students, and persons under 21 in care) meet to qualify for coverage?
2. 十一项扩展里哪五项不扣免赔额？换锁、冰柜食品、温差三项扩展最常考的拒赔刺是什么？ / Which five of the eleven extensions of coverage are exempt from the deductible, and what are the most tested claim denial restrictions for lock replacement, freezer food, and change of temperature?
3. Coverage C 的特别限额哪些是「不论原因」、哪些是「仅限被盗」？遇到免赔额时先算哪个？ / Which Coverage C special limits apply to all losses versus theft only, and how is the deductible sequenced when a special limit applies?
4. IBC 1151 的烟、坠落物、车辆撞击、风暴、水损（4 天冻结）和空置（两只时钟）各有什么限制？ / What specific limitations apply under Form 1151 for smoke, falling objects, vehicle impact, windstorm, water damage (the 4-day winter absence rule), and the two vacancy clocks?
5. 1151、1153、1155 在建筑和个人财产的承保基础上怎么区分？共管业主的损失分摊（Loss Assessment）什么情况下才赔？ / How do Forms 1151, 1153, and 1155 differ regarding building versus contents coverage, and under what conditions does condominium Loss Assessment coverage pay?

总结：用三句话总结家主表的核心框架：第一句写三张表（1151/1153/1155）对建筑与个人财产的承保分档，第二句写两类特别限额（不论原因 vs 仅被盗）与先扣免赔额规则，第三句写空置两只时钟与冬季离家 4 天冻结条件。 / Summarize the core framework of Homeowners forms in three sentences: first, outline the coverage tiering for buildings and personal property across the three forms (1151, 1153, and 1155); second, explain the two categories of special limits (all losses vs. theft only) and the rule of deducting the deductible first; third, explain the two vacancy clocks and the 4-day winter heating absence condition.

第 7 章 · 商业财产保险 / Commercial Property Insurance

商业财产 / Commercial　P1 必拿分 / Must score　Commercial Property · 练习卷 15 题 · 模考 13 题

带着这几道题读：租户出资的内部装修，在商业财产保单中应归入哪一格投保？ / Under which category of a commercial property policy are interior improvements funded by a tenant insured?；未达到八成共保要求时发生部分火灾损失，被保险人自担多少？ / When a partial fire loss occurs and the 80% coinsurance requirement is not met, how much must the insured bear?；雇员驾驶公司车辆撞损自有建筑，广式财产表与列名险表谁能赔？ / If an employee driving a company vehicle damages the insured's own building, does the Broad Form or the Named Perils Form cover the loss?；店员去银行途中昏迷且存款被拿走，哪种犯罪险负责赔偿损失？ / If a clerk faints on the way to the bank and the cash deposit is taken, which crime coverage responds to the loss?；火灾停业导致顾客流失至竞品，哪种营业中断险赔到收入完全恢复？ / If a fire shutdown causes customers to switch to competitors, which business interruption form pays until revenue fully recovers?

怎么考

- 情景归类题：给出具体物品（如租户出资的装修、大堂活棕榈树、待售盆栽、日常维护油漆或大修建材），要求判断应归入建筑（building）、存货（stock）还是设备（equipment），重点考查「可保利益」与「用途边界」。 / Scenario classification questions: Given specific items (such as tenant-funded improvements, live lobby palm trees, potted plants for sale, routine maintenance paint, or major construction lumber), determine whether they belong to building, stock, or equipment, testing insurable interest and usage boundaries.
- 共保算术与豁免题：给出建筑或存货的实际现金价值（ACV）、80%共保比例、投保额和部分损失金额，考查「Did ÷ Should × Loss」公式计算，以及「适用保额2%与$5,000取较小者」的共保豁免门槛，最常设坑在问「被保险人自担多少」而非「保险人赔多少」。 / Coinsurance arithmetic and waiver questions: Given the actual cash value (ACV) of a building or stock, an 80% coinsurance requirement, the insurance amount carried, and a partial loss amount, test the Did divided by Should times Loss formula and the coinsurance waiver threshold (the lesser of 2% of the applicable limit or $5,000), frequently trapping candidates by asking how much the insured must bear rather than what the insurer pays.
- 表单与除外对比题：对比列名险表（IBC 4036）与广式表（IBC 4037）的承保范围，考查广式表多出的五类保障（如雇员驾车撞击建筑、水管冻裂、积雪压塌）以及两张表均除外的风险（如地震、洪水、下水道倒灌、农业熏烟与工业冒烟）。 / Form and exclusion comparison questions: Compare coverage between the Named Perils Form (IBC 4036) and the Broad Form (IBC 4037), testing the five additional coverages provided by the Broad Form (such as vehicle impact by an employee, frozen ruptured plumbing pipes, and collapse from snow load) as well as perils excluded under both forms (such as earthquake, flood, sewer backup, agricultural smudging, and industrial smoke).

高频陷阱（看到信号就警觉）

偷换所问（赔款 vs 自担额） / Switching the question (insurer payout vs insured share)：题干末尾出现 how much must the insured bear / absorb / pay out of pocket 或 what is the insured's share of the loss。 / The stem ends with phrases such as how much must the insured bear, absorb, pay out of pocket, or what is the insured's share of the loss.

租户改良与植物错格 / Misclassifying tenant's improvements and plants：题干出现 tenant's improvements（租户改良）、previous tenant（前任租户）、silk plants（丝绸花）、outdoor trees（户外树木）或 major renovation materials（大修翻新材料）。 / The stem mentions tenant's improvements, previous tenant, silk plants, outdoor trees, or major renovation materials.

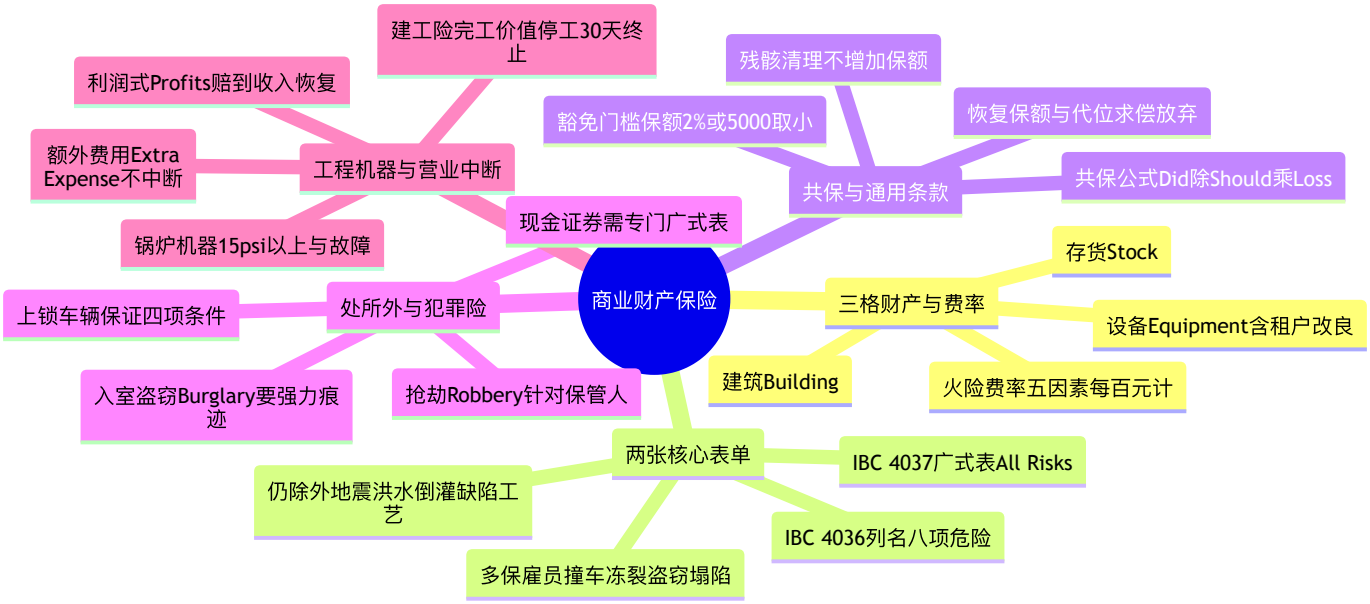
小额损失误套共保罚则 / Incorrectly applying the coinsurance penalty to small losses：题干是部分损失且金额较小（在 $5,000 以内），同时给出了不足额投保的保额与资产价值。 / The stem describes a small partial loss (under $5,000) while also providing an underinsured policy limit and asset value.

广式表当成「包赔一切」 / Assuming the Broad Form covers everything：题干强调投保了 IBC 4037 Broad Form，随后发生 sewer backup（下水道倒灌）、industrial smoke（工业烟熏）、cash stolen（现金被盗）或员工人数影响火险费率等干扰项。 / The stem highlights an IBC 4037 Broad Form policy, followed by distractors such as sewer backup, industrial smoke, cash stolen, or employee count affecting fire rates.

犯罪险与上锁车辆缺证据 / Missing required evidence for crime and locked vehicle claims：题干出现 no visible marks of forcible entry（无可见强力痕迹）、unlocked window（车窗未关）、open flatbed truck（敞篷卡车）或 custodian unconscious（保管人昏迷）。 / The stem mentions no visible marks of forcible entry, unlocked window, open flatbed truck, or custodian unconscious.

- 犯罪险与处所外财产证据门槛题：通过夜间被盗、店员送款途中昏迷被拿走钱袋、无人看管车辆失窃等场景，考查入室盗窃（burglary）、抢劫（robbery）、盗窃（theft）及上锁车辆保证（Locked Vehicle Warranty）各自的刚性取证条件。 / Crime coverage and off-premises property evidentiary standard questions: Using scenarios such as nighttime break-ins, a clerk fainting on the way to make a bank deposit while the money bag is taken, and unattended vehicle thefts, test the strict evidentiary conditions required for burglary, robbery, theft, and the Locked Vehicle Warranty.
- 营业中断与专业附加险匹配题：给出停业损失、邻近火灾导致警方封街、超过15 psi压力容器爆炸或在建工程停工超30天等情形，考查盈利式（Earnings Form）、利润式（Profits Form）、额外费用险（Extra Expense）、锅炉机器险与建工险的触发边界。 / Business interruption and specialty endorsement matching questions: Presenting business closure losses, police street closures due to neighboring fires, explosions of pressure vessels exceeding 15 psi, or construction site cessations exceeding 30 consecutive days, test the trigger boundaries for the Earnings Form, Profits Form, Extra Expense insurance, Boiler and Machinery insurance, and Builder's Risk coverage.

导图



第 7 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
商业财产三格与租户改良 / Three commercial property classes and tenant's improvements	building / stock / equipment / tenant's improvements	存货加设备合称内容物（contents），三格合称全部财产（all property）；租户自费或买下前任租户的装修因非建筑业主，一律归入设备（equipment）。 / Stock plus equipment is collectively termed contents, and all three classes combined are termed all property; improvements made at the tenant's expense or purchased from a prior tenant are classified under equipment because the tenant is not the building owner.
列名险表与广式表的差异 / Differences between Named Perils Form and Broad Form	Named Perils Form (IBC 4036) / Broad Form (IBC 4037)	IBC 4036只保八项列名危险（无盗窃、无一般水损）；IBC 4037比4036多保自家或雇员车辆撞击、非农工烟熏、水管冻裂、盗窃和塌陷，但地震、洪水、渗水倒灌及缺陷工艺仍除外。 / IBC 4036 covers only eight named perils (no theft, no general water damage); IBC 4037 covers five additional areas over IBC 4036, including vehicle impact by owned or employee vehicles, non-agricultural and non-industrial smoke, frozen ruptured water pipes, theft, and collapse, but earthquake, flood, seepage, sewer backup, and defective workmanship remain excluded.
基本火险费率的五个因素 / Five underwriting factors of the basic fire rate	basic fire rate / loading	基本火险费率按每 $100 保额计算（广式表另加附加费 loading），核保只看结构、公共与私人保护、占用、地点、过去五年理赔记录五项，不看员工人数或营业额。 / The basic fire rate is calculated per $100 of insurance (with an additional loading added for Broad Form coverage), and underwriting considers only five factors: construction, public and private protection, occupancy, location, and loss experience over the past five years, excluding staff headcount and business revenue.
共保条款计算与豁免门槛 / Coinsurance clause calculation and waiver threshold	co-insurance / waiver of co-insurance	共保只管部分损失，赔付按「实际保额 Did ÷ 应保额 Should × 损失」计算（与保额、实际损失三者取最小）；若损失不超过适用保额的 2% 与 $5,000 中较小者，则豁免共保按实赔付。 / Coinsurance applies only to partial losses, with payment calculated as insurance carried (Did) divided by insurance required (Should) multiplied by loss (capped at the lesser of this calculation, the policy limit, or the actual loss); if the loss does not exceed the lesser of 2% of the applicable limit or $5,000, coinsurance is waived and paid in full.
残骸清理、恢复与代位求偿 / Debris removal, reinstatement, and subrogation waiver	debris removal / reinstatement / subrogation	残骸清理含风暴吹来的外物但不增加保额（保额赔光则无清理费）；赔付后保额自动恢复且不加收保费；代位求偿对保单涉及其利益的收款人、合伙人、子公司放弃。 / Debris removal covers windblown debris from external property but does not increase the policy limit (no debris removal is paid if the limit is exhausted); policy limits are automatically reinstated after a loss without additional premium; subrogation is waived against payees, partners, and subsidiary companies having an interest in the policy.
防护系统通知义务与上锁车辆保证 / Protective safeguards notification duty and Locked Vehicle Warranty	protective safeguards / Locked Vehicle Warranty	被保险人仅对「已知」的防护系统缺陷、维护合同取消或警方因误报暂停出警负有立即通知义务；运输途中无人看管车辆被盗须满足全封闭车身、门锁、窗关及可见强行进入痕迹四要件。 / The insured has a duty of immediate notification only for known protective safeguard defects, maintenance contract cancellations, or police suspension of response due to false alarms; theft from an unattended vehicle in transit strictly requires four conditions: fully enclosed body, locked doors, closed windows, and visible marks of forcible entry.
三类犯罪险与现金证券保障 / Three crime coverage types and money and securities coverage	burglary / robbery / theft / Money and Securities (Broad Form)	入室盗窃（burglary）须证明进出点有可见强力痕迹；抢劫（robbery）须证明对保管人施暴威胁、保管人昏迷死亡或亲眼目睹被拿走；现金与证券在任何财产表下均除外，须另买专门保险。 / Burglary requires proof of visible marks of forcible entry or exit; robbery requires proof of actual or threatened violence against a custodian, taking while the custodian is killed or unconscious, or taking witnessed by the custodian; money and securities are excluded under all standard property forms and require separate coverage under Money and Securities (Broad Form).
锅炉机器险与建工险边界 / Boundaries of Boiler and Machinery and Builder's Risk	Boiler and Machinery / Builder's Risk (IBC 4042)	超过 15 psi 的压力容器爆炸及机械电气故障归锅炉机器险（检验员遇险可立即中止保障无需通知按揭权人）；建工险按完工价值投保，不保承包商工具，停工超 30 个连续日或被占用即终止。 / Explosion of pressure vessels exceeding 15 psi and mechanical or electrical breakdown fall under Boiler and Machinery insurance (inspectors discovering imminent danger may suspend coverage immediately without notifying mortgagees); Builder's Risk is insured on a completed value basis, excludes

		contractor tools, and terminates if work ceases for more than 30 consecutive days or upon occupancy.
营业中断与额外费用险对比 / Comparison of Business Interruption and Extra Expense insurance	Earnings Form / Profits Form / Extra Expense (IBC 4027)	营业中断须由承保危险引发实际财产损失（民政当局禁入除外），通常赔付12个月且不受保单到期日限制；盈利式赔到修好，利润式赔到收入恢复至出险前水平，额外费用险不要求证明减少了损失。 / Business Interruption requires actual property damage by an insured peril (with an exception for civil authority access denial), generally provides 12 months of indemnity, and is not limited by policy expiration; the Earnings Form pays until property is repaired, the Profits Form pays until income is restored to pre-loss levels, and Extra Expense does not require proof that expenses reduced the loss.
共保警示与诉讼时效的考试口径 / Exam rules on coinsurance warning stamping and limitation period	limitation period / co-insurance stamping	考试口径下，限额类条款须在首页用红色墨水印警示（BC现行法为醒目粗体字），商业财产保单条件14的诉讼时效为损失发生后1年（BC现行《保险法》为自知道或应当知道起2年）。 / Under the exam standard, limitation clauses must bear a warning stamped in red ink on the first page (while current BC law requires conspicuous bold lettering), and the limitation period under Commercial Property Policy Condition 14 is one year from the date of loss (while the current BC Insurance Act allows two years from when the insured knew or ought to have known).

自测提问（康奈尔左栏）

1. 租户出资做的内部装修、店内大堂的活植物、日常维护材料分别归入建筑、存货还是设备？ / How are tenant-funded interior improvements, live plants in a store lobby, and routine maintenance materials classified among building, stock, and equipment?
2. IBC 4037 广式表比 IBC 4036 列名险表多保哪五类损失？哪几类水损和烟损依然除外？ / Which five categories of loss does the IBC 4037 Broad Form cover beyond the IBC 4036 Named Perils Form, and which types of water and smoke damage remain excluded?
3. 共保公式怎么列？什么条件下触发「2% 或 $5,000」共保豁免？ / How is the coinsurance formula structured, and under what conditions is the coinsurance waiver (the lesser of 2% of the limit or $5,000) triggered?
4. 入室盗窃（burglary）、抢劫（robbery）、盗窃（theft）在索赔举证上有什么核心区别？ / What are the core evidentiary differences among burglary, robbery, and theft when proving a claim?
5. 利润式（Profits Form）、盈利式（Earnings Form）与额外费用险（Extra Expense）各赔到什么时候、适合哪类业务？ / How long do the Profits Form, Earnings Form, and Extra Expense insurance pay, and which types of businesses does each form suit?

总结：请用自己的话写出一家商铺发生火灾后，建筑、存货、设备、残骸清理和营业中断五部分各自如何定损赔付，并标出共保条款生效与豁免的临界条件。 / In your own words, describe how building, stock, equipment, debris removal, and business interruption are assessed and paid following a store fire, and identify the threshold conditions under which the coinsurance clause applies or is waived.

第 8 章 · 法律责任原理 / Principles of Legal Liability

财产险与责任 / Property & Liability | P2 稳住 / Hold steady | Principles of Legal Liability · 练习卷 8 题 · 模考 7 题

带着这几道题读：当成文法与既有判例冲突时，民事法院应当优先适用哪类法律？ / When statute law conflicts with an established judicial precedent, which body of law must civil courts apply first?；侵权诉讼胜诉必须同时满足哪三项要素？道德义务能否构成侵权？ / What three essential elements must be met to succeed in a tort lawsuit, and can a moral duty form the basis of a tort?；不问过错的严格责任适用于哪些活动？一般责任险是否予以承保？ / Which activities are subject to strict liability without proof of fault, and does general liability insurance cover them?；商业场所占用人对普通顾客与儿童分别承担何种档次的注意义务？ / What standards of care do commercial occupiers owe to ordinary retail customers versus young children?；雇员在哪些例外情形下实施侵权行为，雇主无需承担替代责任？ / Under what exception scenarios can an employee commit a tort without the employer incurring vicarious liability?

怎么考

- 限定词偷换型（「找不对的那一句」）：在四句判例规则中把 legal duty 换成 moral duty、ordinary care 换成 highest care、generally 换成 always，专测考生是否背准每条规则的精确边界。 / Qualifier substitution questions (identifying the false statement): Replacing legal duty with moral duty, ordinary care with highest care, or generally with always within four common law rule statements, specifically testing whether candidates have memorized the precise boundaries of each legal rule.
- 成文法 vs 普通法特征辨析：把「以先例为基础（based on precedent）」张冠李戴到成文法上，或考成文法通过后与旧先例冲突时谁优先。 / Statute law versus common law distinction questions: Misattributing based on precedent to statute law, or testing which source of law takes priority when an enacted statute conflicts with an earlier common law precedent.
- 进入者身份与注意义务分级配对：给出进入场所的具体场景（顾客、抄表员、侵入者、受诱惑物吸引的儿童，或四省合并后的访客），要求选出占用人对应的注意义务档次。 / Entrant category and duty of care matching questions: Providing specific scenarios of persons entering premises (such as retail customers, meter readers, trespassers, children attracted by allurements, or visitors under four provincial statutes), requiring candidates to identify the corresponding standard of care owed by the occupier.
- 雇主替代责任与独立承包商的边界判断：通过送货员顺路办私事、私自找人顶替、或业主插手指挥承包商施工等具体故事，测试「是否在职务过程中」及三项共担例外。 / Vicarious liability and independent contractor boundary questions: Using factual scenarios such as delivery workers running personal errands, unauthorized job delegation, or owners interfering with and directing contractor work, testing whether an act occurred in the course of employment and the three exceptions triggering shared liability.
- 特殊主体（房东、保管人、连带侵权人、动物主人、父母）的默认规则与例外：先考默认不负责或按同行标准负责，再考触发责任的法定例外条件（如收到合理通知仍不修、家犬第一口就赔、父母四项例外）。 / Special legal parties (landlords,

高频陷阱（看到信号就警觉）

限定词偷换陷阱 / Qualifier substitution trap：题干问 Which statement is FALSE / NOT true，且选项中出现 moral duty、highest degree of care、all sources of loss、always responsible 等绝对化或拔高词。 / The stem asks Which statement is FALSE or NOT true, and options contain absolutist or exaggerated terms such as moral duty, highest degree of care, all sources of loss, or always responsible.

法源特征张冠李戴 / Misattributing legal source characteristics：题干聚焦 statute law 或 common law 的定义、成年年龄变更（21 岁降为 18 或 19 岁），或问哪类法律可以在没有先例的领域立规。 / The stem focuses on the definition of statute law or common law, the reduction of the age of majority from 21 to 18 or 19, or asks which body of law can establish rules in areas with no prior court decisions.

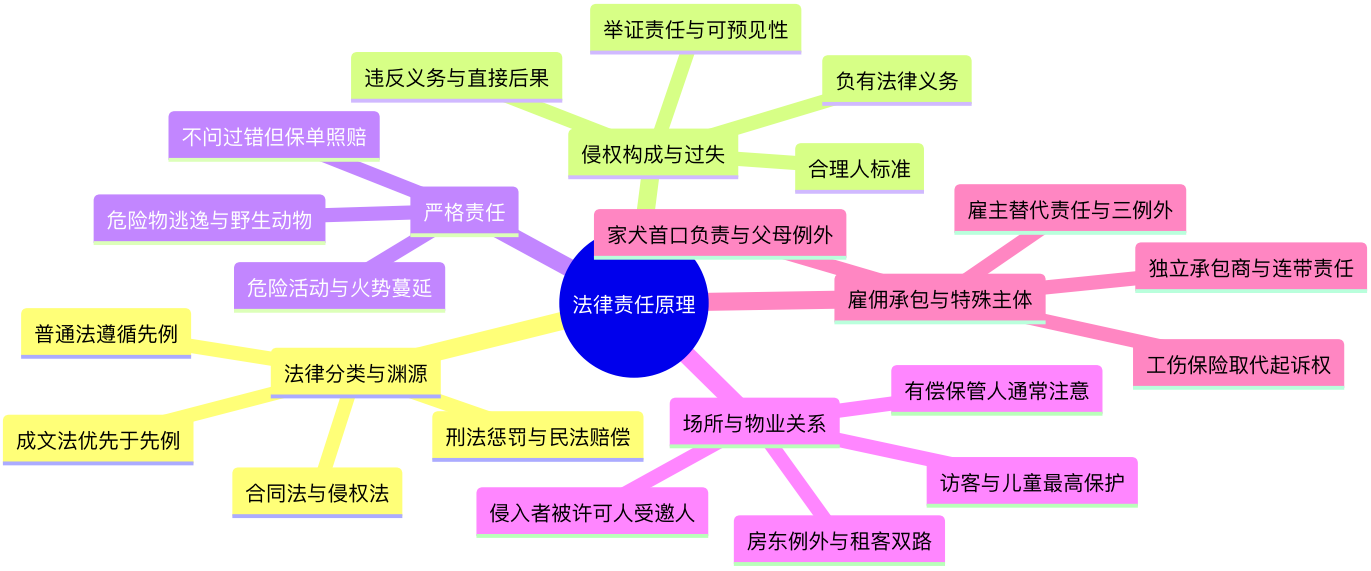
进入者义务档次错位 / Entrant duty of care mismatch：题干点明进入者的身份（trespasser / licensee / invitee / visitor / children）或出现 attractive nuisance / allurement。 / The stem specifies the entrant's status (trespasser, licensee, invitee, visitor, or children) or mentions an attractive nuisance or allurement.

职务过程与承包控制混淆 / Confusing course of employment with contractor control：题干描写雇员下班私用设备、私自找外人代班、午休接私活，或业主向独立承包商提供缺陷工具、亲自指挥具体施工做法。 / The stem describes an employee using equipment after hours, delegating duties to an outsider, taking private jobs at lunch, or an owner providing defective tools and directing specific construction methods.

严格责任与拒赔划等号 / Equating strict liability with claim denial：题干涉及 Rylands v. Fletcher、危险活动/危险物逃逸、野生动物 vs 家养狗，或问责任保单是否承保严格责任。 / The stem mentions Rylands v. Fletcher, dangerous activities, escape of dangerous substances, wild animals versus domestic dogs, or asks whether liability policies cover strict liability.

bailees, joint tortfeasors, animal owners, and parents) default rules and exception questions: Testing default positions of non-liability or customary trade standards, followed by statutory exception conditions triggering legal liability (such as failure to repair after reasonable notice, liability for a domestic dog from the first bite, and four parental liability exceptions).

导图



第 8 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
刑法与民法的分工及可保性 / Criminal Law versus Civil Law division and insurability	Criminal Law vs. Civil Law (Private Law)	刑法处理对社会的错行并以罚款、缓刑、监禁定罪处罚，保险不保犯罪行为的财务后果；民法解决私人纠纷，目标是让受损方获得经济赔偿（damages）。 / Criminal law addresses wrongs against society and punishes offenders through fines, probation, and imprisonment, with insurance never covering the financial consequences of criminal acts; civil law resolves private disputes with the goal of awarding financial damages to compensate the injured party.
普通法与成文法的优先关系 / Priority relationship between Common Law and Statute Law	Common Law (Precedent) and Statute Law	魁北克以外各省适用基于先例（precedent）的普通法；成文法是议会通过的书面法，一旦通过即优先于针对同一事项的任何普通法先例。 / Provinces outside Quebec operate under common law based on the rule of precedent; statute law is written law enacted by parliament or provincial legislatures that, once passed, takes priority over any conflicting common law precedent on the same subject.
侵权成立的三个要素 / Three essential elements of a tort	Three Elements of a Tort	任何侵权诉讼必须同时具备三要素：被告对原告负有法律义务（duty owed，非道德义务）、违反了该义务（duty breached）、损害是违约行为的直接后果（proximate cause）。 / Every successful tort action must satisfy three concurrent elements: the defendant owed a legal duty to the plaintiff (a legal duty, not merely a moral duty), that duty was breached by an act or omission, and the damage suffered was the direct result and proximate cause of the breach.
过失的标准与两项额外条件 / Standard of negligence and two additional requirements	Negligence, Reasonable Person, and Foreseeability	过失是没做合理人会做的事或做了合理谨慎人不会做的事；除三要素外，原告还必须举证证明被告过失，且后果必须是可合理预见的（foreseeable）。 / Negligence is doing what a reasonable person would not do or failing to do what a reasonable and prudent person would do; beyond the three basic tort elements, the plaintiff must prove the defendant was negligent, and the consequences must have been reasonably foreseeable.
严格责任的三类活动与保单承保 / Three categories of strict liability activities and insurance coverage	Strict Liability (Rylands v. Fletcher)	合理活动放在不合理地点、本身危险的活动、让故意点燃的火蔓延出去（以及场所危险物逃逸、饲养野生动物）适用不问过错的严格责任，除非保单另有除外，责任险一般照赔。 / Conducting a reasonable activity in an unreasonable location, engaging in inherently dangerous activities, and allowing a deliberately lit fire to spread (along with the escape of dangerous substances and keeping wild animals) trigger strict liability without proof of fault; standard liability insurance covers these claims unless specifically excluded.
占用人对不同进入者的注意义务 / Occupier duty of care owed to different classes of entrants	Occupier's Liability (Trespasser, Licensee, Invitee, Visitor, Children)	普通法对侵入者仅限不设陷阱不故意伤害，对被许可人防已知隐蔽危险，对受邀人防已知及合理注意能发现的危险，对儿童须使场所免于任何危险；BC、AB、ON、NS 将被许可人与受邀人合并为访客（visitor），统一要求尽一切合理注意确保场所合理安全。 / Under traditional common law, occupiers owe trespassers only a duty not to set deliberate traps or intentionally cause harm, owe licensees protection against known concealed dangers, owe invitees protection against both known dangers and those discoverable with reasonable care, and must keep premises free from any danger for children; under statutes in BC, Alberta, Ontario, and Nova Scotia, licensees and invitees are merged into visitors, requiring reasonable care to keep them reasonably safe.
房东、租客与有偿保管人的责任标准 / Liability standards for landlords, tenants, and bailees for hire	Landlord, Tenant, and Bailee for Hire (Ordinary Care)	房东默认不保证房屋适合用途（明示保证、隐瞒缺陷、带家具出租、约定维修且收到合理通知后仍不修、多租户公共区域除外）；租客可依侵权或合同对房东负责；有偿保管人须尽同行水平的通常注意（ordinary care）。 / Landlords do not warrant that premises are fit for purpose by default (except for express warranty, concealed defects, furnished rentals, failure to repair after reasonable notice under contract, and multi-tenant common areas); tenants are liable to landlords in tort or contract; bailees for hire must exercise ordinary care matching the standards of others in the same trade.

雇主替代责任的三项例外与工伤保险 / Three exceptions to vicarious liability and workers compensation	Vicarious Liability and Workers' Compensation	雇主对雇员职务过程中的侵权负替代责任，但雇员擅自转托他人、办私事（frolic of their own）、未经许可私用雇主财产三者除外；受工伤保险保障的雇员领无过错给付并放弃起诉雇主，范围外行业需买 Employer's Liability Rider 或自愿参保。 / Employers are vicariously liable for torts committed by employees in the course of employment, but are excused when an employee delegates work without authority, embarks on a frolic of their own, or uses employer property without permission; workers covered by workers compensation receive no-fault benefits and surrender the right to sue the employer, while exempt industries require an Employer's Liability Rider or voluntary enrollment.
独立承包商三项共担例外与连带责任 / Independent contractor shared liability exceptions and joint tortfeasors	Independent Contractor and Joint Tortfeasors	占用人选任独立承包商尽了合理注意且工作本应进行则一般不负责，但工作本身危险、占用人提供缺陷设备、占用人控制施工方式三种情形须共担；共同侵权人对份额有争议时各自对全额负责（实践中先各付一半）。 / An occupier who exercises reasonable care in selecting an independent contractor for necessary work is generally not liable, but must share liability if the work is inherently dangerous, if the occupier supplies defective equipment, or if the occupier controls how the work is performed; when joint tortfeasors dispute fault proportions, each remains liable to the plaintiff for the full award (normally paying half initially in practice).
动物责任与儿童及父母的四项例外 / Animal liability and four exceptions for child and parent liability	Domestic/Wild Animals and Liability of Children/Parents	家养狗没有「第一口免费」（出自安大略省法律），野生动物负严格责任；儿童能理解后果则自己负责，父母一般不代赔，仅在监管失职、交给危险物或动物、按父母指示行事、受雇于父母生意四种情形下负责。 / Under exam rules, domestic dogs have no free first bite (derived from Ontario law) and wild animals carry strict liability; children who appreciate the consequences of their actions are personally liable, and parents are generally not liable unless they fail to supervise, entrust a dangerous object or animal to the child, direct the act, or employ the child in the family business.

自测提问（康奈尔左栏）

1. 刑法与民法的救济目标有何不同？为什么普通法与成文法冲突时成文法优先？ / How do the remedial objectives of criminal law and civil law differ, and why does statute law take priority when it conflicts with common law?
2. 侵权诉讼成立必须同时具备哪三个要素？证明过失还要额外满足哪两条？ / What three essential elements must be established for a tort action to succeed, and what two additional requirements must be met to prove negligence?
3. 哪三类活动加上哪两种情形会触发严格责任？责任保单赔不赔严格责任？ / Which three categories of activities and two special situations trigger strict liability, and does a standard liability policy cover strict liability claims?
4. 占用人对侵入者、被许可人、受邀人、四省访客、儿童分别负什么档次的注意义务？ / What specific standard of care does an occupier owe to trespassers, licensees, invitees, visitors under four provincial statutes, and children?
5. 雇主替代责任有哪三项免责例外？独立承包商有哪三项共担例外？父母在哪四种情形下要为子女的侵权负责？ / What are the three exceptions excusing an employer from vicarious liability, the three exceptions creating shared liability with independent contractors, and the four situations where parents are liable for children?

总结：请用自己的话在底部总结：一条侵权索赔从「是否负有法律义务、属于过失还是严格责任」到「九类关系中谁最终买单（以及哪些例外免责或共担）」的完整判断链条。 / In your own words, summarize the complete analysis chain of a tort claim: determining whether a legal duty is owed, establishing whether liability is based on negligence or strict liability, and identifying which party ultimately pays across the nine legal relationships, including all exceptions for non-liability and shared responsibility.

第 9 章 · 责任险导论 / Introduction to Liability Insurance

财产险与责任 / Property & Liability | P3 过一遍 / Skim | Introduction to Liability Insurance · 练习卷 4 题 · 模考 4 题

带着这几道题读：责任险承保协议保什么？未受物理损坏财产的使用损失算不算？ / What does a liability insuring agreement cover, and is the loss of use of undamaged tangible property included?；被保险人自认有错能否触发责任险？谁有权最终认定法律责任？ / Does an insured's admission of fault trigger a liability policy, and who holds the legal authority to determine liability?；事故发生制与意外有何区别？持续烟熏等长期暴露算不算事故？ / How does an occurrence basis differ from an accident, and does long-term repeated exposure such as continuous smoke exposure qualify as an occurrence?；出险后被保险人有哪五项义务？未经同意自行垫付唯有何种例外？ / What are the insured's five post-loss duties, and what is the sole exception to the prohibition on voluntary payments?；哪四项费用属于限额之外的附加给付？判决超限额时利息怎么算？ / Which four expenses qualify as supplementary payments beyond policy limits, and how is post-judgment interest calculated when an award exceeds limits?

怎么考

- 反向否定题（下面哪一句不适用）：官方练习卷在本章连出 4 道此类题，分别盯住承保协议五要点、事故发生制与限额、被保险人出险后五项义务、附加给付四项，专查考生能不能一眼揪出混入其中的伪规则。 / Negative elimination questions (Which statement does NOT apply): The official practice exam features 4 consecutive questions of this type for this chapter, targeting the five points of the insuring agreement, occurrence basis and limits, the insured's five post-loss duties, and the four supplementary payments, testing whether candidates can immediately identify spurious rules mixed into the options.
- 财产损害与人身伤害边界判定题：给你一个生活或经营场景（如未直接受损但无法使用的邻屋开支、因伤引发的后续疾病或数月后死亡），考你它算不算保单定义的 bodily injury 或 property damage。 / Boundary determination questions for property damage and bodily injury: Presenting a real-life or business scenario (such as extra living expenses for an undamaged but unusable neighboring building, or subsequent illness or death occurring months after an injury), testing whether it falls under the policy definitions of bodily injury or property damage.
- 三种限额两步计算题：给出多次索赔或单次事故多名伤者的金额，考 per occurrence limit、aggregate limit 或 split limits 的赔付计算，检验「先压每次/每人、再卡累计/单次合计」的顺序。 / Two-step limit calculation questions: Providing amounts for multiple claims or multiple injured claimants from a single accident, testing claim payout calculations under a per occurrence limit, aggregate limit, or split limits to verify the sequence of 'capping per occurrence or per person first, then checking the aggregate or single-accident total'.
- 出险后义务与违约后果情景题：描述被保险人觉得对方没事而未报案、当场私了给钱或试图阻止对方索赔，考你哪项行为违反保单条件、为什么唯有急救费用（first aid）属于例外。 / Post-loss duties and breach scenario questions: Describing situations where an insured fails to report an incident assuming the other party was unharmed, pays

高频陷阱（看到信号就警觉）

把使用损失排除在财产损害外 / Excluding Loss of Use from Property Damage：题干或选项出现 only covers physical repair or replacement、excludes loss of use，或问邻居因火灾临时租房与宠物寄养费归入哪一类。 / The question stem or options contain phrases like 'only covers physical repair or replacement' or 'excludes loss of use', or ask how a neighbor's temporary rent and pet boarding costs caused by a fire are classified.

道义责任与私自认责陷阱 / Moral Obligation and Voluntary Admission of Liability Trap：出现 morally responsible、insured admits fault、pays cash on the spot to settle，或问谁有权最终决定被保险人在法律上是否有责任。 / The question stem mentions 'morally responsible', 'insured admits fault', 'pays cash on the spot to settle', or asks who ultimately determines whether the insured is legally liable.

每次事故限额当成全年总额 / Mistaking Per Occurrence Limit for Policy Period Total：选项描述 per occurrence limit 为 maximum paid for all occurrences during the policy period，或题干给出三次事故、三位伤者的一串美元数字。 / Options describe the per occurrence limit as the 'maximum paid for all occurrences during the policy period', or the stem presents a series of dollar amounts for three occurrences or three injured parties.

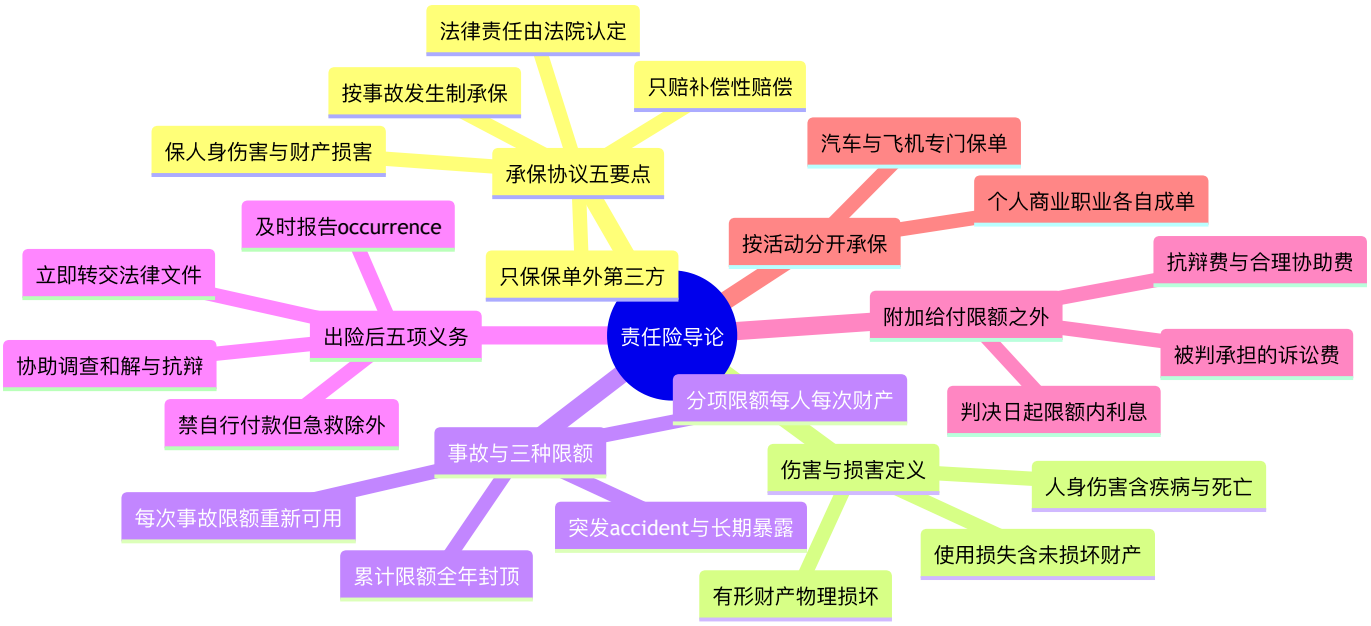
惩罚性赔偿与超限额本金混入保单 / Confusing Punitive Damages and Excess Judgments with Covered Policy Benefits：选项同时列出 compensatory, punitive, and exemplary damages，或声称 supplementary payments pay judgments in excess of the policy limit。 / Options list compensatory, punitive, and exemplary damages together, or claim that supplementary payments cover judgments in excess of the policy limit.

cash on the spot to settle, or attempts to prevent the claimant from filing, testing which actions breach policy conditions and why first aid expenses are the sole exception.

- 附加给付（supplementary payments）归属判断：给出抗辩费、诉讼费、判决后利息及超限额判决本金，考哪些在保单限额之外另付、哪些必须由被保险人自掏腰包。 / Supplementary payments classification questions: Listing defence costs, court costs, post-judgment interest, and judgment awards exceeding policy limits, testing which items are paid over and above the policy limit and which must be absorbed out-of-pocket by the insured.

> **等对方索赔才报案或强行阻拦索赔 / Waiting for a Claim Before Reporting or Forcibly Preventing Claims**：题干说伤者当场表示没事所以没报案、几周后才起诉，或选项出现 prevent the third party from making a claim。 / The question stem states that the injured party claimed to be unhurt so no report was filed until a lawsuit was served weeks later, or an option includes 'prevent the third party from making a claim'.

导图



第 9 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
承保协议核心承诺 / Core Promise of the Insuring Agreement	insuring agreement	保险人承诺支付被保险人在法律上应付给第三方的补偿性赔偿，且损害须由保单期内、承保地域内的一次 occurrence 造成。 / The insurer agrees to pay compensatory damages that the insured becomes legally obligated to pay to a third party, provided the injury or damage is caused by an occurrence within the policy period and coverage territory.
人身伤害与财产损害定义 / Definitions of Bodily Injury and Property Damage	bodily injury (BI) / property damage (PD)	人身伤害含身体伤害、疾病及由此日后导致的死亡；财产损害含他人有形财产的物理损坏与使用损失，以及未受物理损坏的有形财产的使用损失。 / Bodily injury includes physical bodily harm, sickness, or disease, and resulting death; property damage includes physical injury to tangible property including resulting loss of use, as well as the loss of use of tangible property that has not been physically injured.
只保第三方 / Coverage Limited to Third Parties	third party	第三方是指保单上没有列名的任何人或实体，被保险人自己受伤或自有财产受损不属于责任险保障范围。 / A third party refers to any person or entity not named in the policy; injury suffered by the insured or damage to the insured's own property is excluded.
法律责任由法院认定 / Legal Liability Determined by a Court	legally liable / out-of-court settlement	道义责任不触发保单，被保险人是否在法律上有责任最终由法院认定，但证据明显支持原告时多数案件以庭外和解结束。 / Moral obligations do not trigger the policy; whether the insured is legally liable is ultimately decided by a court of law, though the majority of cases are resolved through out-of-court settlements when evidence clearly favours the plaintiff.
事故发生制与事故定义 / Occurrence Basis and the Definition of Occurrence	occurrence / accident / occurrence basis	occurrence 比突发且时间确定的 accident 更宽，还包含长期持续或反复暴露于大体相同的有害条件；发生制只看伤害或损害是否发生在保单期内。 / An occurrence is broader than a sudden and time-definite accident, also encompassing continuous or repeated exposure to substantially the same harmful conditions; coverage on an occurrence basis requires only that the bodily injury or property damage occurs during the policy period.
每次事故限额与累计限额 / Per Occurrence Limit vs. Aggregate Limit	limit per occurrence / aggregate limit	每次事故限额对每次事故都重新可用；设有累计限额时，先用每次事故限额压算单次赔付，再受保单期内累计限额剩余额度的封顶约束。 / The per occurrence limit resets and is fully available for each separate occurrence; when an aggregate limit applies, claims are first capped by the per occurrence limit and then subject to the remaining cumulative aggregate limit for the policy period.
分项限额与综合限额 / Split Limits vs. Inclusive Limit	split limits / inclusive limit	综合限额由人身伤害与财产损害合用一个数；分项限额拆为每人人身伤害、每次事故人身伤害合计、每次事故财产损害三个数，计算时先压每人限额再看单次合计限额。 / An inclusive limit applies a single dollar amount combining bodily injury and property damage; split limits specify separate amounts for bodily injury per person, total bodily injury per occurrence, and property damage per occurrence, calculated by capping each person's claim first before applying the single-occurrence bodily injury total.
只赔补偿性赔偿 / Compensatory Damages Covered Exclusively	compensatory damages / punitive or exemplary damages	责任保单只赔旨在弥补第三方损失的补偿性赔偿，法院为惩罚和威慑而判处的惩罚性或惩戒性赔偿完全由被保险人自付。 / Liability policies pay only compensatory damages intended to indemnify third parties for actual loss; punitive or exemplary damages awarded by a court to punish or deter wrongful conduct must be borne entirely out of pocket by the insured.
出险后五项义务与急救例外 / Five Post-Loss Duties and the First Aid Exception	notice of a claim / first aid / admission of liability	被保险人必须及时报告可能引起索赔的 occurrence、立即转交法律文件、授权取证、协助调查和解与抗辩，且除事故当时的急救费用外不得未经同意自行付款或承担义务。 / The insured must promptly report any occurrence that may give rise to a claim, immediately forward legal documents, authorize access to records, and assist in investigation, settlement, or defence; furthermore, the insured must not voluntarily make payments or assume obligations without consent, with emergency first aid at the time of the accident being the sole exception.
限额之外的四项附加给付 / Four Supplementary Payments Beyond Policy Limits	supplementary payments / costs of defence / court costs	抗辩费用、应保险人要求发生的合理协助费用、判由被保险人承担的诉讼费、以及自判决日起就保单限额以内部分计算的利息，均在保单限额之外另付且通常无金额上限。 / Costs of defence, reasonable expenses incurred at the insurer's request, court costs taxed against the insured, and interest accruing from the date of judgment calculated on the portion of the judgment within the policy limit are paid over and above the policy limit, typically without a specific monetary cap.

自测提问（康奈尔左栏）

1. 为什么责任保单里的财产损害不仅限于修东西，还包含未受损财产的使用损失？ / Why does property damage in a liability policy extend beyond physical repair to include loss of use of undamaged tangible property?
2. 被保险人觉得自己理亏想赔钱，为什么不能触发保单，甚至不能当场私了？ / Why does an insured's feeling of guilt fail to trigger coverage, and why must the insured never make private settlement payments at the scene?
3. occurrence 和 accident 有什么包含关系？为什么发生制保单到期后仍要妥善保存？ / How is an accident related to an occurrence, and why must occurrence-basis policies be properly retained after expiry?
4. 遇到累计限额或分项限额的计算题，两步卡限额的先后顺序分别是什么？ / What is the precise two-step calculation sequence when determining payouts under aggregate limits or split limits?
5. 哪四项费用属于限额之外的附加给付？判决超出保单限额时的本金和利息怎么算？ / Which four expenses qualify as supplementary payments over and above policy limits, and how are principal and interest calculated when a judgment exceeds policy limits?

总结：用三句话总结责任保单的承保协议五要点、出险后被保险人的核心禁忌（含唯一例外）以及限额内外费用的划分规则。 / Summarize in three sentences: the five core points of the liability insuring agreement, the primary post-loss prohibitions for the insured (including the sole exception), and the rules governing which payments fall within versus outside policy limits.

第 10 章 · 责任险保单 / Liability Insurance Policies

财产险与责任 / Property & Liability　P2 稳住 / Hold steady　Liability Policies · 练习卷 7 题 · 模考 6 题

带着这几道题读：哪些地点不用列明就算场所？ / Which locations qualify as premises without being specifically listed?；E 的除外里哪一种仍然会赔？ / Which type of loss under Coverage E exclusions is still covered?；自愿医疗给付到底赔哪些人？ / Who is actually covered under Voluntary Medical Payments?；孩子故意弄坏东西，G赔吗？ / Does Coverage G pay if a child intentionally damages property?；企业事故该归进哪一种风险？ / Which hazard does a commercial business accident fall under?

怎么考

- 情景定性四选一（占本讲考题大半）：给出四个日常生活或出游导致他人受伤、财物受损的小故事，要求按『是否普通居民行为或承保场所→受害人是否第三方→是否触发除外或例外→归入 E/F/G/H 哪一项』四步筛出唯一获赔或拒赔的一项。 / Scenario-based four-choice questions (making up the majority of exam questions for this chapter): Four scenarios of daily living or travel resulting in third-party bodily injury or property damage are presented, requiring candidates to filter out the single covered or excluded item through a four-step analysis: whether it involves ordinary personal activities or an insured premises; whether the victim is an eligible third party; whether any exclusions or exceptions are triggered; and which coverage among E, F, G, or H applies.
- 承保场所（premises）真假辨析：围绕五类免列明自动承保地点设题，专门把空置农地、连续租期超过 90 天的度假屋、未在摘要页列明的自有季节性住所混入选项，测试考生能否抓出地点限定词。 / Premises definition and qualifying location identification: Questions center on the five categories of locations automatically included as premises without being listed on the Coverage Summary, deliberately mixing in excluded locations such as vacant farmland, temporary rentals exceeding 90 continuous days, or unlisted owned seasonal residences to test whether candidates catch qualifying location conditions.
- 自愿给付（Coverage F / G / H）条件核对：直接考 F（1 年内、不问过错、不含被保险人及同住家属）与 G（12 岁及以下故意损物可赔、不含自有或租客财产）的硬性边界。 / Voluntary payment conditions check (Coverages F, G, and H): Questions directly test strict boundaries, including Coverage F (expenses incurred within 1 year, no-fault, excluding the insured and household residents) and Coverage G (intentional damage covered only if caused by an insured aged 12 or under, excluding property owned or rented by the insured or tenant).
- 特殊标的与经营活动例外数字题：考查自有与非自有船艇的功率及长度红线、挂接状态的拖车、以及六项免加批的经营活动例外（未满 21 岁兼职、寄宿者人数、出租车位数）。 / Numerical limits on special property and business pursuits exceptions: Testing power and length thresholds for owned versus non-owned watercraft, the attachment

高频陷阱（看到信号就警觉）

第一方与第三方混淆 / Confusing first-party with third-party coverage：题干主语或受伤者出现 the insured、the insured's spouse、children residing in the household 或 boarders。 / The question stem or injury scenario mentions the insured, the insured's spouse, children residing in the household, or boarders.

场所自动承保边界 / Premises automatic coverage boundaries：题干出现 vacant land for grazing/farming、seasonal cottage not listed、rented for more than 90 days 或 vacant lot outside Canada。 / The question stem mentions vacant land for grazing or farming, seasonal cottage not listed, rented for more than 90 days, or vacant lot outside Canada.

照管保管控制四因例外 / Four-peril exceptions to care, custody or control exclusion：题干出现 borrowed tool/equipment、rented premises/lodge 搭配 fire、explosion、water damage 或 smoke from a fireplace。 / The question stem mentions borrowed tools or equipment, or rented premises or lodges paired with fire, explosion, water damage, or smoke from a fireplace.

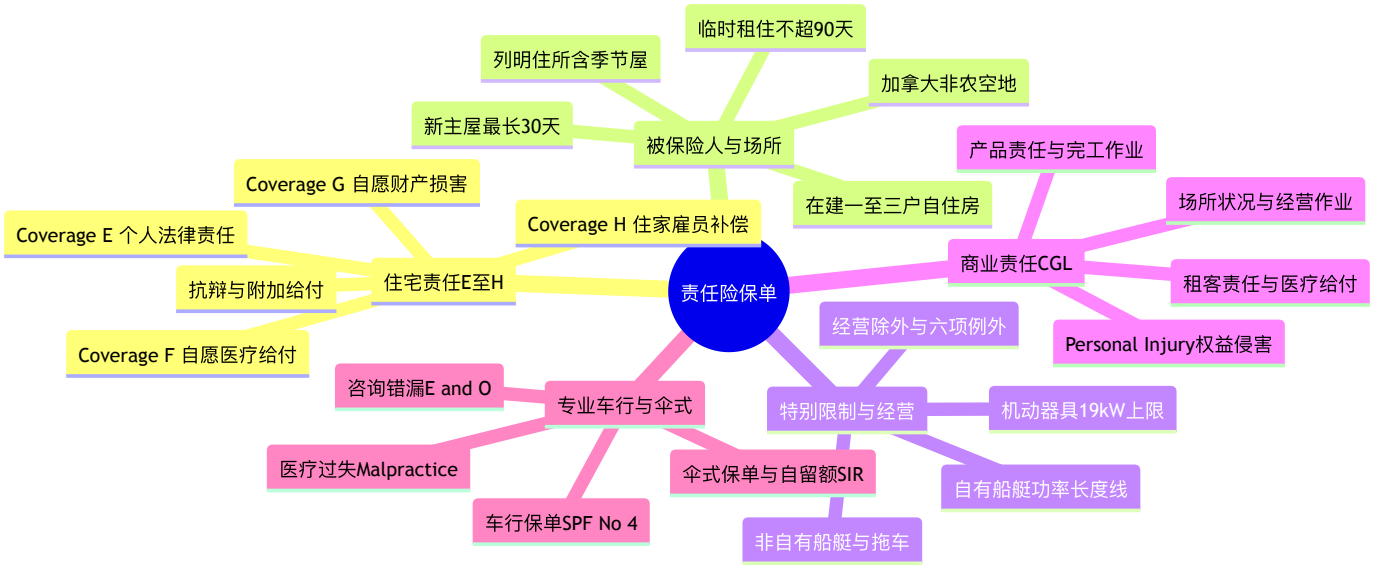
自愿给付年龄与对象限制 / Age and eligibility restrictions on voluntary coverages：题干明确写出肇事儿童的具体年龄（如 10-year-old、11-year-old、over 12）或雇佣关系（residence employee）。 / The question stem explicitly states the child's exact age (such as 10-year-old, 11-year-old, or over 12) or an employment relationship involving a residence employee.

商业与专业责任错位 / Mismatches between commercial hazards and professional liabilities：题干出现商业场景中的 after the work was completed、defective product sold、wrongful eviction/slander 或专业身份 physician/broker。 / The question stem presents commercial scenarios with phrases like after the work was completed, defective product sold, wrongful eviction or slander, or professional titles like physician or broker.

status of trailers, and the six automatic business pursuits exceptions that require no endorsement (part-time pursuits of insureds under age 21, maximum number of boarders, and maximum rented parking spaces or stalls).

- 商业责任险种与风险对号入座：给出企业经营事故（如售出商品缺陷、完工交付后管线故障、房东非法驱逐租客）或专业人士失误，要求在 CGL 七大风险、Malpractice、E&O、S.P.F. No. 4 与伞式保单之间准确匹配。 / Commercial liability coverage matching and hazard classification: Presenting business occurrences (such as defective products sold, plumbing failures after completed operations, or wrongful tenant eviction) or professional mistakes, requiring precise matching among the seven CGL hazards, Malpractice Insurance, Errors and Omissions (E&O), S.P.F. No. 4 (Standard Garage Policy), and Umbrella Policies.

导图



第 10 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
四种含个人责任的住宅保单与四项保障 / Four habitational policies with Section II liability coverage and four coverage sections	Section II — Liability Coverage (Coverages E, F, G, H)	房主、租客、公寓单元业主、活动房屋业主四种保单均内含第二部分责任保障：E 为需负法律责任的全球个人责任（举例限额 $1 million），F（常见 $5,000）、G（限额表 $500，通常不超 $1,000）、H（按给付表）为不问法律责任且通常无免赔额的自愿给付。 / Homeowners, Tenants, Condominium Unit Owners, and Mobile Homeowners forms all include Section II Liability Coverage: Coverage E provides worldwide legal liability coverage as a private citizen (sample limit $1,000,000), while Coverage F (common sample limit $5,000), Coverage G (sample limit table $500, usually capped at $1,000), and Coverage H (schedule of benefits) provide voluntary payments without requiring proof of legal liability and generally without a deductible.
承保场所的定义与五类自动承保地点 / Definition of premises and five categories of automatically included locations	Premises	基本场所须在保障摘要页（Coverage Summary）列明（含季节性住所）；自动纳入无须列明的五类地点为：非自有且连续租期不超 90 天的临时居所（加拿大境内受抚养学生租住处不受 90 天限制）、加拿大境内新取得的主要住所（最长 30 天、保单到期或另投保三者取最早）、墓地、加拿大境内非农空地、加拿大境内自建自住的一至三户住宅用地。 / Principal premises must be described on the Coverage Summary page (including owned seasonal residences); five categories of locations are automatically included without being specifically listed: temporary residences occupied by an insured for not more than 90 consecutive days (dependent students attending school in Canada are exempt from the 90-day limit), newly acquired principal residences in Canada (for up to 30 continuous days, policy expiry, or date other insurance is secured, whichever comes first), individual or family cemetery plots or burial vaults, vacant non-farm land owned or rented in Canada, and land in Canada where an independent contractor is building a one, two, or three-family dwelling for insured occupancy.
Coverage E 个人责任范围与六条除外及例外 / Coverage E scope, six exclusions, and three key exceptions	Coverage E — Legal Liability	承保被保险人以普通居民身份在全球各地因非故意人身伤害或财产损害依法应负的补偿性赔偿；六条除外中常考三个例外：与场所有关的书面合同承担的责任、他人场所及室内财物因火灾/爆炸/水损/设备故障烟熏（不含壁炉烟）造成的非故意损坏、以及住家雇员（residence employee）在工作中因被保险人过失受到的人身伤害。 / Covers compensatory damages the insured is legally obligated to pay worldwide as a private citizen for unintentional bodily injury or property damage; three key exceptions to the six exclusions are frequently tested: liability assumed under a written contract relating to the premises, unintentional damage to premises and contents owned by others caused by fire, explosion, water damage, or smoke from faulty heating or cooking equipment (excluding fireplaces), and bodily injury to residence employees arising out of insured negligence in the course of employment.
抗辩义务、附加给付及超额保险原则 / Duty to defend, supplementary payments, and excess insurance rule	Defense, Settlement, Supplementary Payments	即使索赔毫无根据、虚假或欺诈，保险人也负责抗辩并支付其指定律师费、保证金保费、紧急医疗垫付款及应保险人要求发生的费用（含实际收入损失，每天最高 $100），且均在保额之外；若有其他保险适用，本保单作为超额保险（excess insurance）最后赔付。 / The insurer defends any suit against the insured alleging bodily injury or property damage even if the suit is groundless, false, or fraudulent, and pays counsel fees, bond premiums, emergency medical aid, and reasonable expenses incurred at the insurer's request (including actual loss of earnings up to $100 per day), all payable in addition to the policy limit; if other insurance applies, this coverage acts as excess insurance.
Coverage F 自愿医疗给付的触发与三不赔 / Trigger and three exclusions of Coverage F Voluntary Medical Payments	Coverage F — Voluntary Medical Payments	无论被保险人有无过失，均支付被保险人非故意伤人或他人在承保场所意外受伤自事故起 1 年内的合理医疗及丧葬费用；但不赔其他医疗计划已承担的费用、被保险人本人及同住者（住家雇员除外）的费用、以及受工伤赔偿法保障者的费用。 / Pays reasonable medical, surgical, dental, hospital, nursing, ambulance, and funeral expenses incurred within 1 year of the accident date when an insured unintentionally injures a person or an accident occurs on an insured premises, regardless of fault or legal liability; excludes expenses covered by any other medical or hospital plan, bodily injury to the insured or household residents (except residence employees), and persons covered by workers' compensation legislation.
Coverage G 自愿财产损害给付与 12 岁规则 / Coverage G Voluntary Payment for Damage to	Coverage G — Voluntary Payment for Damage to Property	无需证明法律责任，自愿赔付被保险人非故意造成的直接财产损害，或 12 岁及以下被保险人故意造成的直接财产损害；但不赔被保险人或租客拥有/租用的财产、第一部分已保财产，也不赔使用损失、失踪或被盗。 / Voluntarily pays for direct property damage unintentionally caused by an insured without requiring legal liability, or direct property damage intentionally caused

Property and the age 12 rule		by an insured aged 12 or under; excludes property owned or rented by an insured or an insured's tenant, property covered under Section I, and loss of use, disappearance, or theft.
Coverage H 住家雇员自愿补偿与弃权规则 / Coverage H Voluntary Compensation for Residence Employees and release of claim	Coverage H — Voluntary Compensation for Residence Employees	临时住家雇员自动承保，长期住家雇员须在摘要页列明；雇员接受给付表定额补偿须签署弃权书（release）放弃起诉权，若拒绝接受或直接起诉，保险人可撤回给付提议，但 Coverage E 的法律责任保障依然有效。 / Occasional residence employees are covered automatically, while permanent residence employees must be listed on the Coverage Summary page; an employee accepting scheduled benefits must sign a release waiving the right to sue; if the employee refuses or sues the insured, the insurer may withdraw the offer of benefits, but Coverage E legal liability remains available.
船艇、机动器具与拖车的特别限制 / Special limitations on watercraft, motorized vehicles, and trailers	Special Limitations — Watercraft, Motorized Vehicles and Trailers	自有船艇自动保舷外机合计不超 12 kW（16 H.P.）、其他发动机不超 38 kW（50 H.P.）、无动力不超 8 米（26 英尺），新购超标船艇自动保 30 天；非自有船艇不论大小均保第三者责任但不保该船本身损坏；自走式割草机/扫雪机/园艺拖拉机上限 19 kW（25 H.P.），高尔夫球车限球场内使用；拖车仅在未挂接于需登记的机动车上时承保。 / Owned watercraft are automatically covered up to 12 kW (16 H.P.) combined for outboards, 38 kW (50 H.P.) for other motors, and 8 metres (26 feet) for non-motorized boats, with newly acquired over-limit boats covered automatically for 30 days; non-owned watercraft of any size or power are covered for third-party liability but damage to the borrowed boat itself is excluded; self-propelled lawn mowers, snow blowers, or garden tractors are capped at 19 kW (25 H.P.); golf carts are covered only while in use on a golf course; trailers are covered only when not attached to, carried on, or towed by a registered motor vehicle.
经营活动除外与六项自动承保例外 / Business pursuits exclusion and six automatic exceptions	Business Pursuits Exclusion and Exceptions	营利性经营活动及专业服务原则除外，但保留六项例外：工作中与工作无直接关系的个人行为、偶尔出租自住部分、出租自住两至三户住宅的一部分（每户寄宿者不超 2 名）、出租住所空间作附带办公/教学/工作室、出租或待租不超 3 个车位或马厩位、以及未满 21 岁被保险人的临时或兼职经营活动。 / Business pursuits conducted for profit and professional services are excluded by default, but six exceptions remain covered: personal acts during business hours not directly related to the business, occasional rental of the portion usually occupied by the insured, rental of part of an insured two- or three-family dwelling (up to 2 roomers or boarders per family), rental of space for an incidental office, school, or studio, rental or offering for rent of not more than 3 car spaces or stalls, and temporary or part-time business pursuits of an insured under age 21.
企业 CGL 七大风险与专业、车行、伞式保单 / Commercial General Liability seven hazards, professional, garage, and umbrella policies	CGL, Malpractice, E&O, S.P.F. No. 4, Umbrella Policy	商业综合责任险（CGL）承保场所状况、经营作业（施工中）、医疗给付、租客法律责任、产品责任（售出物品）、完工作业（完工交付后）及人身权益侵害（personal injury，如诽谤、非法扣留或驱逐）；医疗人员用 Malpractice，咨询顾问及保险经纪人用 E&O；车行用 S.P.F. No. 4（A 节第三者责任，E 节照管下顾客车辆物理损坏）；伞式保单在基础保单保额不足或除外时赔付，填补除外缺口时须先扣自留额（SIR，商业常见 $10,000–$25,000，个人常见 $500–$1,000）。 / Commercial General Liability (CGL) covers premises, ongoing operations, medical payments, tenants' legal liability, products liability (goods sold), completed operations (after handover), and personal injury (libel, slander, false arrest, or wrongful eviction); healthcare practitioners require Malpractice Insurance, while advisory consultants and insurance brokers require Errors and Omissions (E&O); automobile garages require S.P.F. No. 4 (Section A third-party liability, Section E physical damage to customers' vehicles in care, custody or control); Umbrella Policies provide excess limits and broaden coverage for primary policy exclusions, subject to a Self-Insured Retention (SIR, typically $10,000 to $25,000 commercial, $500 to $1,000 personal) when dropping down to fill an exclusion gap.

自测提问（康奈尔左栏）

1. 哪些地点无须在保障摘要页列明即可自动归入第二部分的『场所（premises）』？ 空地和临时租住处各有什么限制？ / Which locations are automatically included as premises under Section II without being listed on the Coverage Summary page, and what specific restrictions apply to vacant land and temporary residences?
2. Coverage E 与自愿给付 Coverage F、G、H 在『是否需要法律责任』上有何本质区别？G 对故意损物开了什么口子？ / What is the fundamental difference regarding legal liability between Coverage E and the voluntary coverages F, G, and H, and what exception does Coverage G make for intentional property damage?
3. 对处于被保险人照管、保管或控制（care, custody or control）之下的他人财产，什么条件下 Coverage E 才会例外赔付？ / Under what specific conditions does Coverage E provide an exception to cover third-party property that is within the insured's care, custody, or control?

4. 自有船艇与非自有船艇的承保条件有何不同？自走式割草机和拖车在什么条件下受保？ / How do coverage conditions differ between owned and non-owned watercraft, and under what conditions are self-propelled mowers and trailers covered?
5. 企业 CGL 保单里的经营作业、完工作业与产品责任如何区分？Personal injury 与 bodily injury、Malpractice 与 E&O 各自保什么？ / How are ongoing operations, completed operations, and products liability distinguished in a CGL policy, and what are the coverage differences between personal injury and bodily injury, as well as between Malpractice and Errors and Omissions?

总结：请用自己的话写下一句总结：家庭保单第二部分如何用 E、F、G、H 守住普通居民的全球日常责任边界，以及当涉及经营、专业服务、车行或超额风险时应分别切换哪张商业或专门责任保单。 / In your own words, summarize how Section II of a habitational policy uses Coverages E, F, G, and H to guard the worldwide daily liability boundaries of a private citizen, and explain which commercial or specialized liability policies must be selected when business pursuits, professional services, automobile garages, or excess exposure are involved.

第 11 章 · 意外疾病险与旅行险 / Accident and Sickness Insurance and Travel Insurance

意外疾病与旅行 / A&S / Travel　P3 过一遍 / Skim　Accident, Sickness & Travel · 练习卷 2 题 · 模考 2 题

带着这几道题读：工伤临时失能按净收入几成赔？ / What percentage of net earnings does workers' compensation pay for temporary disability?；等待期选得越长，保费怎么变？ / How does choosing a longer elimination period affect the premium?；两年后隐瞒病史，还能宣告无效吗？ / Can a policy still be declared void for concealed medical history after two years?；员工辞职后，团体失能保障还在吗？ / Does group disability coverage continue after an employee resigns?；旅行险定价，不看哪一项？ / Which factor is not considered when pricing travel insurance?

怎么考

- 直接考清单排除（例如问哪一项不是旅行险的定价因素、哪一项不属于个人 A&S 合同特征），实质检验对高频要素清单与反例（如交通方式）的精确记忆。 / Direct list-elimination questions (such as asking which factor is not used in pricing travel insurance, or which item is not a characteristic of an individual A&S contract), essentially testing precise memorization of high-frequency element lists and typical non-factors (such as mode of transportation).
- 用简短伤病场景考工伤计划与个人或团体 A&S 的赔付边界（工作操作受伤 vs 下班途中意外、职业病 vs 自然发生的疾病），实质检验工伤计划只保工作相关伤病的原则及考试口径数据。 / Short injury or sickness scenarios testing the coverage boundaries between workers' compensation plans and individual or group A&S (e.g., injury while performing work duties vs. accident while commuting from work, industrial disease vs. naturally occurring illness), essentially testing the principle that workers' compensation covers only work-related injuries and diseases along with exam-standard benchmark figures.
- 考保费与保障宽窄的反向推导（比较不同失能定义、等待期长短、给付期长短及可注销与不可注销保单），实质检验理赔成本如何决定失能收入保单的保费高低。 / Inverse relationship deductions between premium rates and scope of coverage (comparing different disability definitions, lengths of elimination periods, lengths of benefit periods, and cancellable versus non-cancellable policies), essentially testing how the cost of claims determines premium levels for disability income policies.
- 考两年不可抗辩期的两个法定例外（欺诈陈述 vs 年龄误报）以及可保利益、欠缴保费的处理规则，实质检验对违法欺诈与一般年龄报错不同法律后果的区分能力。 / Questions on the two statutory exceptions to the two-year incontestability period (fraudulent misrepresentation vs. misstatement of age) as well as rules governing insurable interest and unpaid premiums, essentially testing the ability to distinguish between the different legal consequences of fraudulent deception and simple age misstatements.

高频陷阱（看到信号就警觉）

欺诈与年龄误报后果对调 / Confusing the consequences of fraud and age misstatement：题干出现两年后发现投保书陈述不实（incontestability）、隐瞒病史（fraudulent misrepresentation）或报错年龄（misstatement of age）。 / The question stem mentions an application misstatement discovered after two years (incontestability), concealment of medical history (fraudulent misrepresentation), or an incorrect age (misstatement of age).

等待期与失能定义对保费方向反记 / Reversing the impact of elimination periods and disability definitions on premiums：题干要求为客户降低保费（reduce the premium）、挑选最宽保障，或比较转行从事其他工作时哪类保单仍继续全额给付。 / The question stem asks how to reduce the premium for a client, select the broadest coverage, or compare which policy continues full benefits if the insured switches to another occupation.

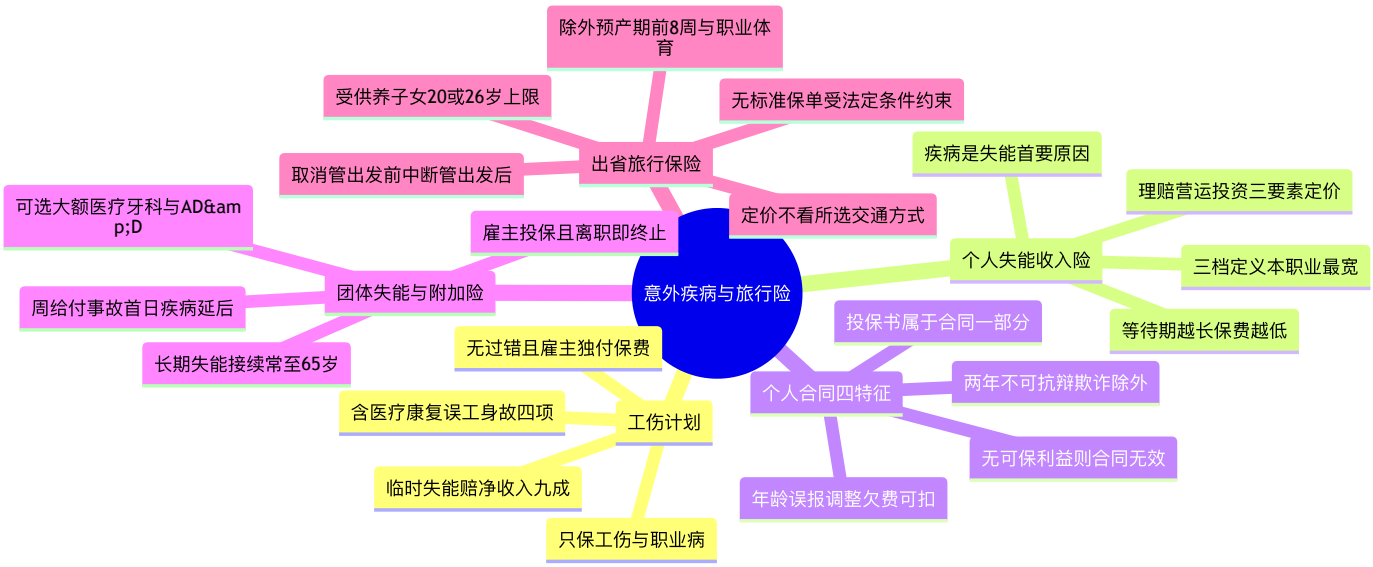
工伤与非工伤及团体周给付起付日混淆 / Confusing work-related vs. non-work-related injuries and group weekly indemnity start dates：题干描述雇员非工作时间受伤、患普通感冒流感的短期请假，或询问工伤计划保费由谁承担、按什么收入基数赔付。 / The question stem describes an employee injured off the job, taking short-term sick leave for a common cold or flu, or asks who pays workers' compensation premiums and what earnings base is used for benefits.

旅行险定价因素混入交通方式与受供养子女误判 / Injecting mode of transportation into travel insurance pricing or misjudging dependent children：题干问哪一项不是旅行险核保定价因素，或出现超过 20 岁未在读、超过 26 岁成年子女随家庭旅行保单出险的场景。 / The question stem asks which factor is not used in travel insurance underwriting and pricing, or features a claim involving an adult child over age 20 not enrolled in school, or over age 26, under a family policy.

- 用家庭出游或半途生病场景综合考旅行险条款与常见除外（受供养子女年龄与在读条件、既往症稳定期、行程取消与行程中断的出发前后分界、妊娠与职业体育除外），实质检验对多条件并列规则的实战判别。 / Comprehensive family travel or mid-trip illness scenarios testing travel insurance provisions and common exclusions (age and student status conditions for dependent children, pre-existing condition stability periods, pre-departure vs. post-departure dividing line between trip cancellation and trip interruption, pregnancy and professional sports exclusions), essentially testing practical application of multi-condition criteria.

行程取消与行程中断及除外边界颠倒 / Reversing trip cancellation vs. interruption and misapplying exclusion boundaries：题干有明确的时间节点（出发前 vs 旅途中）、预产期前 8 周内分娩、高风险妊娠或急性食物中毒等旅行索赔事件。 / The question stem features clear timing benchmarks (prior to departure vs. during travel), childbirth within 8 weeks of the expected delivery date, high-risk pregnancy, or travel claims such as acute food poisoning.

导图



第 11 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
失能原因与非工伤事故占比 / Causes of disability and proportion of non-work-related accidents	disability / Accident and Sickness Insurance (A&S)	65 岁前有 1/3 的人会遭遇超过 90 天的失能（平均超 2 年），疾病是失能的首要原因，且 90% 以上的事故与工作无关。 / Before age 65, one out of three people will suffer a disability lasting longer than 90 days (averaging more than 2 years); sickness is the primary cause of disability, and more than 90% of accidents are not work-related.
工伤计划核心原则与四项给付 / Core principles of workers' compensation plans and four categories of benefits	workers' compensation / no fault benefits / net earnings	工伤计划只保工作相关事故与职业病，保费只由雇主付，雇员获无过错给付且不起诉雇主（无痛苦赔偿），临时失能按净收入的 90% 从第 1 天起付。 / Workers' compensation plans cover only work-related accidents and industrial diseases; premiums are paid entirely by employers, employees receive no-fault benefits and waive the right to sue employers (no pain and suffering compensation), and temporary disability benefits pay 90% of net earnings starting from day 1.
失能定义三档宽窄对比 / Comparison of three tiers of disability definitions	own occupation / regular occupation / any occupation	本职业（own occupation）定义最宽，无法从事本职即使转做其他工作也全额给付；任何职业（any occupation）最窄，能从事任何与教育培训经验或收入相称的工作就不赔。 / Own occupation is the broadest definition, paying full benefits if the insured cannot perform the duties of their own occupation even if they engage in another occupation; any occupation is the narrowest definition, paying no benefits if the insured can engage in any occupation commensurate with their education, training, experience, or earnings.
等待期与给付期规则 / Rules governing elimination periods and benefit periods	elimination period / benefit period	等待期是失能开始到给付开始前的自保期，等待期越长保费越低；给付期（1、2、5、10 年或至 65 岁）止于康复、身故或给付期结束三者中的先到者。 / The elimination period is the self-insured waiting period between the onset of disability and the start of benefit payments, where a longer elimination period lowers the premium; the benefit period (1, 2, 5, 10 years, or to age 65) terminates upon the earliest of recovery, death, or the expiration of the benefit period.
个人失能险定价三因素与保单类型 / Three pricing factors and policy types of individual disability insurance	non-cancellable / exclusion rider	保费由理赔成本（含保单类型、年龄性别职业个人史、所选给付）、营运费用和投资收益决定；可注销保单只能按整类被保险人加费而不能单挑个人，不可注销保单保费保证到 65 岁不变。 / Premiums are determined by cost of claims (including policy type, age, sex, occupation, personal history, and selected benefits), operating expenses, and investment income; under cancellable policies, the insurer can raise rates only for an entire class of insureds rather than singling out an individual, whereas under non-cancellable policies, premiums are guaranteed to age 65.
个人 A&S 合同四特征与不可抗辩例外 / Four characteristics of individual A&S contracts and incontestability exceptions	incontestability / misstatement of age / insurable interest	投保书是合同一部分；生效时无可保利益则合同无效（被保险人书面同意可满足）；欠费可从赔款扣除；满 2 年后不可抗辩，但欺诈陈述随时可挑战（通常无效），年龄误报则按真实年龄调整给付或保费。 / The application forms part of the contract; lack of insurable interest at policy inception renders the contract void (written consent of the insured satisfies the requirement); unpaid premiums may be deducted from claim payments; after two years, statements become incontestable, but fraudulent misrepresentation can be challenged at any time (typically voiding the contract), while misstatement of age adjusts benefits or premiums to reflect the true age.
团体失能保障结构与起付期 / Group disability coverage structure and elimination periods	group insurance / weekly indemnity / Long Term Disability (LTD)	团体险由雇主购买且雇员离职即自动终止；周给付（13、26 或 52 周）对事故从第 1 天起付、对疾病从第 4、8 或 15 天起付，长期失能（LTD）在周给付结束时接续并常付至 65 岁。 / Group insurance is purchased by employers and automatically terminates upon an employee's cessation of employment; weekly indemnity (13, 26, or 52 weeks) begins on day 1 for accidents and on day 4, 8, or 15 for sickness, while Long Term Disability (LTD) attaches upon expiry of weekly indemnity and commonly pays to age 65.

旅行险保期与定价因素 / Travel insurance policy terms and pricing factors	single trip / annual / coverage territory	旅行险无标准保单但受法定条件约束，单次保单最长 180 天，年度保单每次可选 30、60、90 或 180 天；定价看个人或家庭、单次或年度、次数、时长、旅行地区、限额、年龄与健康，不看交通方式。 / Travel insurance has no standard policy forms but is governed by statutory conditions, with single-trip policies available up to 180 days and annual policies offering options of 30, 60, 90, or 180 days per trip; pricing is based on individual or family plan, single trip or annual, number of trips, duration, travel destination, policy limits, and age and health, but does not consider the mode of transportation.
受供养子女与既往症稳定期 / Dependent children criteria and pre-existing condition stability periods	dependant child / pre-existing condition / stability period	受供养子女须未婚、同住且全额供养，年龄未满 20 岁（就读认证学校未满 26 岁，身心障碍不限年龄）；既往症不自动承保，部分保单要求出发前病情稳定 3 或 6 个月。 / Dependent children must be unmarried, residing in the household, and dependent on the insured for full support, under age 20 (under age 26 if attending an accredited educational institution, with no age limit for mental or physical disability); pre-existing conditions are not automatically covered, and some policies require a stability period of 3 or 6 months prior to departure.
行程取消与中断及旅行险常见除外 / Trip cancellation, trip interruption, and common travel insurance exclusions	trip cancellation / trip interruption / emergency	行程取消保出发前因承保紧急情况或指定亲属去世无法成行，行程中断保出发后半途中断；常见除外包括预产期前 8 周内或高风险妊娠、战争、自杀、犯罪、酒精药物滥用、职业体育、危险活动、艾滋病及工伤已保费用。 / Trip cancellation covers inability to travel prior to departure due to a covered emergency or death of a specified family member, whereas trip interruption covers disruptions occurring after departure; common exclusions include pregnancy, miscarriage, or childbirth within 8 weeks of the expected delivery date or high-risk pregnancy, war, suicide, criminal acts, alcohol or drug abuse, professional sports, hazardous activities, AIDS, and expenses covered by workers' compensation.

自测提问（康奈尔左栏）

1. 为什么有了省工伤计划，大多数人仍然需要购买个人或团体 A&S 保单？工伤计划的四项给付和『90%』基数分别是什么？ / Why do most people still need to purchase individual or group A&S policies despite the existence of provincial workers' compensation plans, and what are the four categories of benefits and the 90% earnings base under workers' compensation?
2. 本职业（own occupation）与任何职业（any occupation）失能定义有什么本质区别？要想降低失能收入保单的保费，等待期、给付期和失能定义各该怎么选？ / What is the fundamental difference between the own occupation and any occupation definitions of disability, and how should an insured select the elimination period, benefit period, and disability definition to lower the premium of a disability income policy?
3. 个人 A&S 保单生效满 2 年后，保险人发现投保人故意隐瞒重病史，与发现投保人报错年龄，两者的处理结果有何不同？ / When an individual A&S policy has been in force for more than two years, what is the difference in outcome if the insurer discovers the applicant intentionally concealed a serious medical history versus if the applicant mistakenly misstated their age?
4. 团体险的周给付（weekly indemnity）为什么对事故从第 1 天起付，对疾病却要等到第 4、8 或 15 天？雇员辞职后团体失能保障会怎样？ / Why does group weekly indemnity begin on day 1 for accidents but require an elimination period of 4, 8, or 15 days for sickness, and what happens to group disability coverage after an employee resigns?
5. 旅行险核保定价不考虑哪个常见干扰项？受供养子女的 20 / 26 岁规则、行程取消与行程中断的分界线以及妊娠除外的周数分别是多少？ / Which common distractor is not considered in underwriting and pricing travel insurance, and what are the age 20/26 rules for dependent children, the dividing line between trip cancellation and trip interruption, and the pregnancy exclusion cutoff weeks?

总结：请用三句话总结本讲核心：第一句说明工伤计划的保障边界与净收入给付比例，第二句概括个人与团体失能险的定价逻辑及合同特征，第三句列出旅行险的定价排除项、受供养子女条件与核心除外条款。 / In three sentences, summarize the core points of this chapter: first, state the coverage scope and net earnings benefit percentage of workers' compensation plans; second, outline the pricing logic and contract characteristics of individual and group disability insurance; third, identify the pricing non-factors, dependent child criteria, and key exclusions of travel insurance.

第 12 章 · BC 车险制度、ICBC 与保费 / Introduction to BC Automobile Insurance: Systems, ICBC, and Premiums

BC 车险 / Automobile　P1 必拿分 / Must score　BC Auto: System & Premium · 练习卷 一 题 · 模考 6 题

带着这几道题读：合并驾驶因子的25%取谁？ / Whose factor is used for the 25% in the combined driver factor?；无过失以后，还认定过错吗？ / Is fault still determined after the move to no-fault?；七千多公里能享哪档折扣？ / Which discount tier applies at a little over 7,000 km?；未列名出事，附加费如何封顶？ / When an unlisted driver has a crash, how is the surcharge capped?；低免赔和加高责任去哪买？ / Where can you buy a lower deductible and higher liability limits?

怎么考

- 概念配对与辨析题：直接考 rate class（按车辆用途调基本险）与 rate group（按车型特征调自车损失险）、base premium 与 driver factor、纯无过失省（MB、QC）与 BC Enhanced Care 的区别，检验是否真正分清相近术语。 / Concept pairing and distinction questions: directly testing distinctions between rate class (adjusting Basic premium by vehicle use) and rate group (adjusting own damage coverage by vehicle make and model characteristics), base premium and driver factor, and pure no-fault provinces (MB, QC) versus BC Enhanced Care, verifying whether candidates truly distinguish closely related terms.
- “找不是的”（EXCEPT / NOT）反向排除题：给出四项关于 ICBC 制度好处、私营保险公司可售超额保障范围、或拒绝出单令（refuse-to-issue order）触发原因的描述，要求揪出塞入的年龄性别定价、基本险销售权或理赔次数过多等干扰项。 / Negative elimination questions (EXCEPT / NOT): presenting four statements regarding the benefits of the ICBC system, the permitted scope of excess coverage sold by private insurers, or the trigger reasons for refuse-to-issue orders, requiring candidates to spot distractors such as age and gender rating, selling Basic insurance, or having too many insurance claims.
- 规则与比例计算题：给出家庭或企业多驾驶人场景计算合并驾驶因子（75% 主驾 + 25% 最高风险列名者），或给出未列名驾驶人出事后的保费差额按 15 倍及封顶规则计算 UDAP。 / Rule and ratio calculation questions: presenting household or business multiple-driver scenarios to calculate the combined driver factor (75% principal driver + 25% highest-risk listed driver), or calculating the Unlisted Driver Accident Premium (UDAP) based on 15 times the premium difference and applicable cap rules following an unlisted driver crash.
- 条件与门槛判定题：在具体客户情境中测试事故宽免（20 年驾龄 + 近 10 年无责）、新居民头 3 年加高与省外事故豁免、低里程（<5,000 km）与按距离折扣（<10,000 km）以及长者折扣（65 岁、每月最多 6 天通勤）的资格边界。 / Condition and threshold determination questions: testing eligibility boundaries in specific client scenarios for crash forgiveness (20 years of driving experience plus no chargeable claims in the last 10 years), new resident higher factors for the first 3 years and pre-BC crash

高频陷阱（看到信号就警觉）

rate class 与 rate group 混为一谈 / Confusing rate class with rate group：题干出现 vehicle use（车辆用途）或 Basic premium adjustment 时选 rate class；出现 vehicle make/model 或 own damage 时才是 rate group。 / When the question stem mentions vehicle use or Basic premium adjustment, select rate class; only when it mentions vehicle make/model or own damage does it refer to rate group.

合并因子 25% 误取最优或乱拉低 / Mistakenly selecting the lowest-risk driver for the 25% combined factor or improperly lowering it：题干列有多名额外驾驶人时，25% 必取风险最高者（highest-risk）；若次驾因子优于主驾，紧盯其身份是否为家庭成员（family member）或雇员（employee）。 / When multiple secondary drivers are listed, the 25% weight must take the highest-risk driver; if the secondary driver's factor is better than the principal driver's, verify whether that person is a family member or employee.

未列名驾驶人出事怪错人或漏算上限 / Misattributing fault to the owner for an unlisted driver crash or missing the UDAP caps：题干出现 unlisted driver 发生 at-fault claim 时，先拆开看“谁的记录受影响”（开车的人）与“谁交一次性 UDAP 罚金”（车主，且须三条件齐备）。 / When an unlisted driver causes an at-fault claim, separate who has their record affected (the driver) from who pays the one-time UDAP surcharge (the owner, provided all three conditions are met).

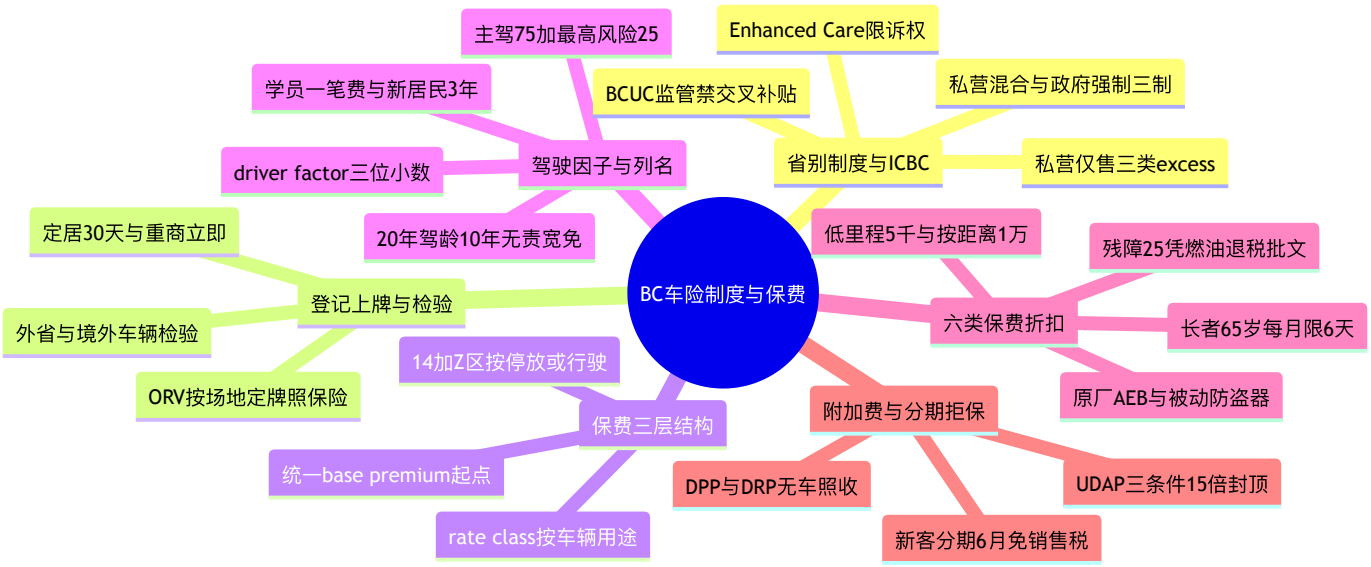
两档里程折扣的险种与公里数张冠李戴 / Mismatching coverage types and mileage thresholds between the two mileage discounts：看到 5,000 km 对应 Low-Kilometre（基本险 10%）；看到 5,000–10,000 km 区间（如 7,500 km）只够 Distance-Based（可选险 10–15%）。 / Associate 5,000 km with Low-Kilometre (10% on Basic); associate the 5,000–10,000 km range (e.g. 7,500 km) with Distance-Based (10–15% on Optional).

exclusions, Low-Kilometre (<5,000 km) and Distance-Based (<10,000 km) discounts, and senior discounts (age 65, up to 6 days of commuting per month).

- 考试口径优先题：针对新居民 30 天登记期、BC 境内 20 年驾龄宽免、按距离折扣 10,000 km 门槛及 UDAP 可选险应付保费 2 倍上限等考试口径与现行法规微调处，专门按考试口径设问。 / Exam-standard priority questions: specifically framing questions around exam-standard benchmarks where they differ from subtle current regulatory adjustments, including the 30-day registration period for new residents, the 20-year BC driving experience requirement for crash forgiveness, the 10,000 km threshold for the Distance-Based discount, and the cap of 2 times the payable Optional premium for UDAP.

> **省别制度与私营可售范围越界 / Confusing provincial insurance systems and exceeding permitted private insurer coverages**：题干问 government compulsory provinces 只认 BC、SK、MB；问 BC private insurers 只认三样超额保障（excess coverage）及更低车损免赔额。 / For government compulsory provinces, recognize only BC, SK, and MB; for BC private insurers, recognize only the three excess coverages and lower own-damage deductibles.

导图



第 12 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
加拿大三类省别车险制度与 BC 私营范围 / Three provincial auto insurance systems in Canada and BC private insurer scope	compulsory government insurance / excess coverage	BC、SK、MB 为政府强制车险省（最低第三方责任均为 $200,000），Quebec 为政府管人身伤害、私营管财产损失的混合制；BC 私营公司只能卖加高第三方责任、加强无保险/保额不足驾驶人保障和自车损失险这三样超额保障，且更低车损免赔额只有私营公司提供。 / BC, SK, and MB operate compulsory government auto insurance plans (all with a minimum third-party liability limit of $200,000), while Quebec operates a hybrid system with government bodily injury and private property damage; BC private insurers may sell only three excess coverages (extended third-party liability, excess underinsured motorist protection, and own damage coverage), and lower collision deductibles are available only from private insurers.
ICBC 性质、BCUC 监管与非歧视定价 / ICBC status, BCUC regulation, and non-discriminatory pricing	Crown corporation / cross-subsidization	ICBC 于 1973-04-19 成立为皇冠公司，2003 年起由 BCUC 监管基本险费率并禁止基本险与可选险交叉补贴；其费率按驾驶记录定，不按年龄、性别或婚姻状况定价。 / ICBC was established as a Crown corporation on April 19, 1973; since 2003, BCUC has regulated Basic insurance rates and prohibited cross-subsidization between Basic and Optional coverages; rates are determined by driving record rather than age, gender, or marital status.
Enhanced Care 改制与无过失责任认定 / Enhanced Care reform and no-fault fault determination	Enhanced Care / no-fault / at-fault driver	BC 自 2021-05-01 起实行 Enhanced Care，限制绝大部分人身伤害、死亡和车损诉讼（对居民和非居民同样适用），但 ICBC 仍认定责任比例以决定车损赔付、驾驶因子升降及是否收取 UDAP。 / British Columbia implemented Enhanced Care on May 1, 2021, restricting the vast majority of lawsuits for bodily injury, death, and vehicle damage (applying equally to residents and non-residents), yet ICBC still determines fault percentages to govern vehicle damage settlements, driver factor adjustments, and UDAP assessments.
新居民与特种车辆登记检验规则 / Registration and inspection rules for new residents and specialty vehicles	registration / off-road vehicle (ORV)	考试口径下定居者带车来 BC 须在 30 天内登记上牌投保，5,000 kg 以上商用车或挂车须立即登记，仅在林业服务道路行驶的越野车须至少投保 $200,000 第三方责任险，加拿大境外入境车辆须过联邦和省两道检验。 / Under the exam standard, settlers bringing vehicles to BC must register, licence, and insure them within 30 days, commercial vehicles or trailers over 5,000 kg must be registered immediately, off-road vehicles operated solely on forest service roads must carry at least $200,000 in third-party liability insurance, and vehicles entering from outside Canada must pass both federal and provincial inspections.
保费三层结构与地区、费率类别归属 / Three-tier premium structure, territories, and rate classes	base premium / territory / rate class	保费从统一的基础保费出发，按地区（14 个省内区加省外 Z 区；私家车和摩托车按停放地、出租车和巴士按通常行驶地区）、车辆用途费率类别（150 多种 rate class）和常用驾驶人记录调整，再套折扣与附加费。 / Premiums start from a uniform base premium, adjusted by territory (14 provincial territories plus out-of-province Zone Z; passenger cars and motorcycles rated by garaging location, taxis and buses rated by operating territory), vehicle use rate class (over 150 rate classes), and regular drivers' records, followed by applicable discounts and surcharges.
驾驶因子、事故宽免与 75/25 合并因子 / Driver factor, crash forgiveness, and the 75/25 combined factor	driver factor / crash forgiveness / combined driver factor	驾驶因子从 1.000 起步、精确到三位小数、保存 40 年记录；考试口径下在 BC 驾驶满 20 年且近 10 年扫描期无有责事故可宽免 1 次；列两人以上时按主驾 75% 加最高风险列名者 25% 计算，且次驾因子更优时仅限家庭成员或雇员才能拉低合并因子。 / The driver factor starts at 1.000, is calculated to three decimal places, and tracks a 40-year driving history; under the exam standard, 20 years of driving experience in BC with no chargeable claims during the 10-year scan period qualifies for one crash forgiveness; when multiple drivers are listed, the combined driver factor is calculated as 75% principal driver plus 25% highest-risk secondary driver, and a better secondary factor lowers the combined factor only if that driver is a family member or employee.
学员、新居民、未列名者与急救人员规则 / Rules for learners, new residents, unlisted drivers, and first responders	learner / new resident / unlisted driver / first responder	学员费一笔覆盖全部学员且 10 年扫描期内第 2 次有责事故取消优惠；新居民头 3 年因子加高、看抵达前 15 年驾照记录、不计抵 BC 前事故且只计 2017-03-01 起有责事故；未列名者有责事故记在开车人名下；急救人员执行紧急呼叫时出事不影响因子。 / A single learner premium covers all learner drivers, with a second at-fault crash within a 10-year scan period cancelling the discount; new residents receive higher factors for their first 3 years based on up to 15 years of pre-arrival licensing history, ignoring pre-BC crashes and counting only at-fault crashes since March 1, 2017; an unlisted driver's at-fault crash is assigned to the driver; and a first responder crashing an emergency vehicle during an emergency call does not have their factor affected.

六类折扣的条件与里程凭证时效 / Conditions for six premium discounts and mileage proof timelines	Low-Kilometre / Distance-Based / passive immobilizer	年保单下低里程折扣（<5,000 km）减基本险 10%，按距离折扣（考试口径 <10,000 km）减可选险 10—15%，须在 7 天内交实际里程凭证且摩托车和收藏车不享；长者折扣需满 65 岁、休闲用途且每月最多 6 天非休闲；残障折扣减基本险 25%（不自动、不必列名）。 / On annual policies, the Low-Kilometre discount (<5,000 km) reduces Basic premium by 10%, while the Distance-Based discount (under the exam standard <10,000 km) reduces Optional premiums by 10—15%, requiring actual odometer proof submitted within 7 days and excluding motorcycles and collector vehicles; the senior discount requires age 65 or older, pleasure rating, and no more than 6 days per month of non-pleasure use; the disability discount reduces Basic premium by 25% (not automatic, driver need not be listed).
DPP、DRP 与 UDAP 附加费及计算封顶 / DPP, DRP, and UDAP surcharges and calculation caps	DPP / DRP / Unlisted Driver Accident Premium (UDAP)	DPP 与 DRP 与保单分开且没车也收（路边禁驾和开车用电子设备须 2 次以上触发 DRP）；UDAP 须在无适用 UDP、未列名者造成有责理赔且 ICBC 实际付款三条件齐备时向车主收取，按保费差额 15 倍计，基本险部分封顶 $5,000，可选险部分封顶列名时应付可选保费的 2 倍。 / DPP and DRP are billed separately from insurance policies and are charged even without vehicle ownership (immediate roadside prohibitions and electronic device driving require 2 or more convictions to trigger DRP); UDAP is billed to the vehicle owner only when three conditions are met: no applicable UDP, an unlisted driver causes an at-fault claim, and ICBC makes a claim payment, calculated at 15 times the premium difference, capped at $5,000 on Basic coverage and capped on Optional coverage at 2 times the Optional premium that would have been payable if listed.
保费分期付款与拒绝出单令 / Premium financing and refuse-to-issue orders	financing / refuse-to-issue order	保费分期收融资费但不收销售税，无付款记录的新客户必须先走 6 个月方案；交通罚单、扣车费、环保不合规、检验不合格、公交罚款或拖欠子女抚养费可触发拒绝出单令，但理赔次数多不是拒保理由。 / Premium financing carries finance fees but no provincial sales tax, and new customers with no payment history must start with a 6-month payment plan; outstanding traffic fines, vehicle impound fees, emissions non-compliance, failed inspections, transit fines, or delinquent child support can trigger a refuse-to-issue order, but a high frequency of insurance claims is not grounds for refusal.

自测提问（康奈尔左栏）

1. 加拿大哪三个省实行政府强制车险？BC 私营保险公司只能卖哪三样超额保障？ / Which three Canadian provinces operate compulsory government automobile insurance plans, and which three excess coverages are private insurers permitted to sell in British Columbia?
2. 为什么说 BC 2021-05-01 起的 Enhanced Care“无过失”不等于“不分对错”？责任比例决定哪三件事？ / Why does no-fault under BC's Enhanced Care since May 1, 2021 not mean fault is ignored, and which three outcomes are determined by fault percentages?
3. 保单列有多名驾驶人时，75%/25% 合并驾驶因子怎么算？什么人才能把主驾的合并因子往下拉？ / When multiple drivers are listed on an Autoplan policy, how is the 75/25 combined driver factor calculated, and who qualifies to lower the principal driver's combined factor?
4. 低里程折扣（<5,000 km）和按距离折扣（<10,000 km）分别减什么险种、打几折、凭证几天内交？ / Which coverages are discounted, what percentages are deducted, and within how many days must proof be submitted for the Low-Kilometre (<5,000 km) and Distance-Based (<10,000 km) discounts?
5. 触发 UDAP 的三个必备条件是什么？15 倍差额在基本险和可选险上的封顶上限各是多少？ / What three prerequisites must be met to trigger an Unlisted Driver Accident Premium (UDAP), and what are the 15-times difference caps on Basic and Optional coverages?

总结：用三句话总结一张 Autoplan 保费单如何从统一的基础保费出发，经过地区、车辆用途和 75/25 驾驶因子调整，再套用六类折扣与三类附加费算出最终金额。 / In three sentences, summarize how an Autoplan premium starts from a uniform base premium, adjusts for territory, vehicle use, and the 75/25 driver factor, and applies the six discounts and three surcharges to arrive at the final payable amount.

第 13 章 · Autoplan 基本保障与自车损失 / Autoplan Basic Coverage and Own-Damage Coverage

BC 车险 / Automobile | P1 必拿分 / Must score | Basic Autoplan & Own Damage · 练习卷 — 题 · 模考 8 题

带着这几道题读：收入替代按净收入的几成、第几天起付？ / What percentage of net income does Income Replacement pay, and on which day do payments begin?；BC禁止人伤车损诉讼后，哪六类仍可告？ / Following BC's prohibition on bodily injury and vehicle damage lawsuits, which six categories can still be sued?；自己有部分责任时，基本车损赔哪一截？ / When the insured is partially at fault, what portion of vehicle damage does Basic Vehicle Damage cover?；没有EAB又碰上保额不足，人伤差额谁赔？ / When an injured party is ineligible for EAB and faces an underinsured driver, who pays the bodily injury shortfall?；倒在路面上的树，这一撞算碰撞还是综合？ / Does striking a tree already fallen on the roadway count as Collision or Comprehensive?

怎么考

- 险种配对情景题：给出一起具体的交通事故或财产受损经过（如撞上已倒在路面的树、撞到野生动物、围栏被逃逸车辆撞坏、部分有责的两车碰撞），直接考哪一项基本险或可选自车损失险负责赔付。 / Coverage matching scenario questions: Describing a specific motor vehicle accident or property damage scenario (such as striking a tree already fallen on the road, hitting wildlife, a fence damaged by a hit-and-run driver, or a two-vehicle collision with shared fault), testing directly which Basic coverage or optional own-damage coverage pays.
- EAB 给付规则与计算题：围绕加强意外给付（Enhanced Accident Benefits）的九项内容出题，高频考查收入替代（Income Replacement）的 90% 净收入比例、第 8 天起付、排在其他工资损失计划之后，以及照护者给付、永久伤残和死亡给付的适用条件。 / EAB benefit rules and calculation questions: Formulating questions around the nine categories of Enhanced Accident Benefits, frequently testing Income Replacement rules (90% of net income, starting on the 8th day, paying after other wage-loss plans) and qualifying conditions for Caregiver Benefits, Permanent Impairment, and Death Benefits.
- 诉讼限制例外与责任限额题：考查 BC 禁止车祸人伤与车损诉讼的大原则下，哪六类情形仍可提起诉讼并触发第三方责任（Third-Party Liability），以及一般车 $200,000、重型商用车等 $1 million、危险品运输车 $2 million 的法定限额区分。 / Lawsuit limitation exceptions and liability limit questions: Testing which six situations allow lawsuits triggering Third-Party Liability under BC's general prohibition against motor vehicle injury and vehicle damage lawsuits, distinguishing the statutory limits of $200,000 for standard vehicles, $1,000,000 for heavy commercial vehicles, and $2,000,000 for dangerous goods carriers.
- 双条件与正误辨析题：针对保额不足驾驶人保障（UMP）的两个同时成立条件、反向责任（Inverse Liability）的两种触发情形、基本车损（BVD）非公路事故的“两辆持牌标准车”要求，用“only”或偷换条件的方式设问。 / Dual-condition and true-or-false analysis questions: Testing the two

高频陷阱（看到信号就警觉）

碰撞险与综合险边界混淆 / Confusing boundaries between Collision and Comprehensive：题干出现 fallen tree on the road、pothole、guardrail、hit-and-run damaging the insured vehicle，或 animal、windshield、hail、vandalism 等具体致损物。 / The question stem mentions fallen tree on the road, pothole, guardrail, hit-and-run damaging the insured vehicle, or specific damage perils like animal, windshield, hail, or vandalism.

BVD全额赔付或全有全无误区 / All-or-nothing or full-payout misconception for Basic Vehicle Damage：题干给出车损总额及责任划分百分比（如 20% at fault / 80% not at fault），或出现 off-highway 非公路碰撞中涉及山地车、拖拉机等非标准车辆。 / The question stem states total vehicle damage alongside fault percentages (such as 20% at fault / 80% not at fault), or describes an off-highway collision involving non-standard vehicles such as mountain bikes or tractors.

UMP与法定无保险条款张冠李戴 / Conflating UMP with the Statutory Uninsured Motorist Provision：题干区分 injured person without EAB 还是 non-vehicle property（如 fence、building、bicycle）damaged by an unidentified or uninsured driver。 / The question stem distinguishes between an injured person without EAB versus non-vehicle property (such as a fence, building, or bicycle) damaged by an unidentified or uninsured driver.

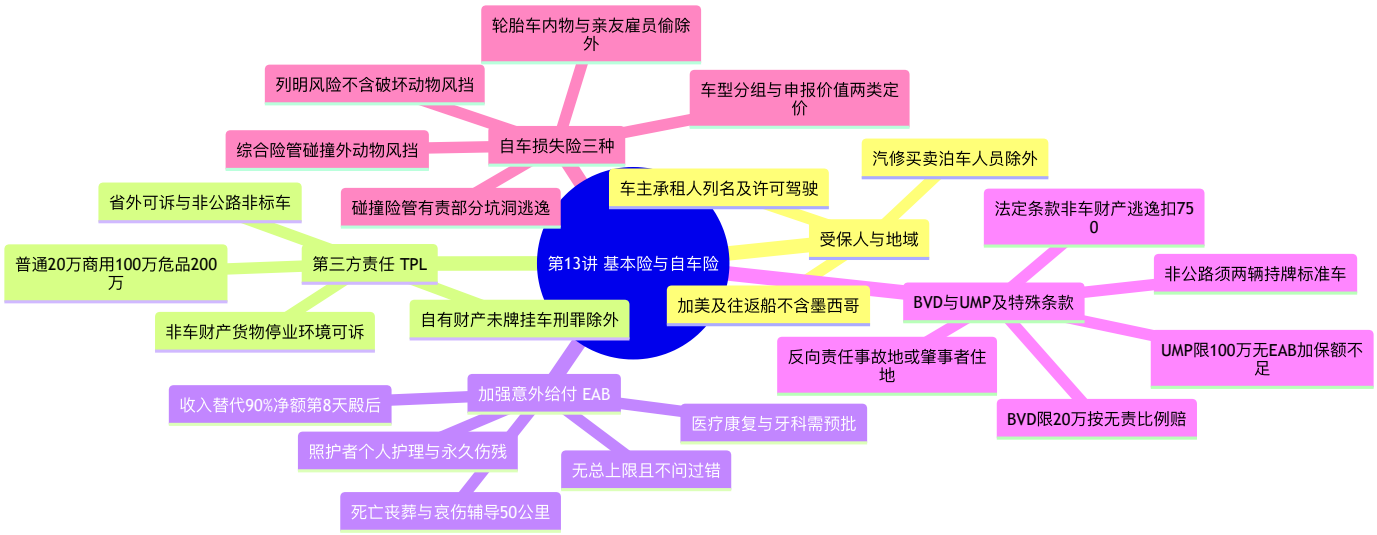
EAB收入替代基数与顺位陷阱 / EAB Income Replacement calculation base and payment order trap：题干出现 gross income vs. net income、first day vs. eighth day、primary payer vs. after other wage-loss plans，或 Catastrophic Injuries 标题下的给付分类。 / The question stem presents contrasts such as gross income vs. net income, first day vs. eighth day, primary payer vs. after other wage-loss plans, or benefit categories under Catastrophic Injuries.

concurrent conditions for Underinsured Motorist Protection (UMP), the two trigger scenarios for Inverse Liability, and the requirement of two licensed standard vehicles for Basic Vehicle Damage (BVD) off-highway crashes, using 'only' or swapped conditions to create distractors.

- 承保范围与除外责任排查题：考查修车行与泊车人员即使获车主许可也不受车主基本险保障（需另购 garage policy）、加美及往返港口船只的地域边界（不含墨西哥），以及自车损失险对车内物品、轮胎、家人或雇员偷车的除外规定。 / Coverage scope and exclusion screening questions: Testing that auto repair and valet personnel are excluded from the owner's Basic coverage even with permission (requiring a garage policy), territorial limits covering Canada, the United States, and vessels between their ports (excluding Mexico), and own-damage exclusions for contents, tires, and theft by family or employees.

> **反向责任与车库人员绝对化表述 / Absolutist statements regarding Inverse Liability and garage personnel**：题干出现 with the owner's permission 搭配 auto repair / valet / dealership，或 Inverse Liability 搭配 only when the accident occurs in a jurisdiction。 / The question stem combines 'with the owner permission' with auto repair, valet, or dealership, or pairs Inverse Liability with 'only when the accident occurs in a jurisdiction'.

导图



第 13 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
受保人范围、汽车行业排除与承保地域 / Insured persons, garage policy exclusions, and territorial limits	Insured, Garage Policy, and Territorial Limits	基本险保障车主、承租人、列名驾驶人及持有效驾照获许可驾驶者，但从事汽车买卖、修理、保养、存放或代客泊车者即使获许可也不受保（须另购 garage policy）；地域限于加拿大、美国及往返加美港口的船只，不含墨西哥。 / Basic coverage protects the vehicle owner, lessee, named drivers, and any licensed driver operating the vehicle with consent; however, persons engaged in buying, selling, repairing, maintaining, storing, servicing, or valeting vehicles are excluded even with permission (requiring a garage policy); territorial limits are confined to Canada, the United States, and vessels travelling between their ports, excluding Mexico.
基本险五项组成与有责车损分工 / Five Basic coverages and division of at-fault vehicle damage	Five Basic Coverages	基本险包含第三方责任（TPL）、加强意外给付（EAB）、基本车损（BVD）、保额不足驾驶人保障（UMP）和反向责任（Inverse Liability）五项；投保人不负责任的车损由 BVD 赔，自己负责的部分须靠可选的碰撞险（Collision）。 / Basic coverage consists of five parts: Third-Party Liability (TPL), Enhanced Accident Benefits (EAB), Basic Vehicle Damage (BVD), Underinsured Motorist Protection (UMP), and Inverse Liability; damage to the insured vehicle for which the insured is not responsible is paid by BVD, while the portion for which the insured is at fault must be covered by optional Collision.
第三方责任限额与诉讼限制的六个例外 / Third-Party Liability (TPL) limits and six lawsuit limitation exceptions	Third-Party Liability (TPL) and Lawsuits Limitation	基本险 TPL 一般限额为 $200,000（重型商用车、商用挂车、巴士、出租车、豪华轿车自动 $1 million，运载危险品自动 $2 million）；BC 虽禁止大部分车祸人伤与车损诉讼，但非车辆财产损失、第三方车内物品或货物、营业中断、环境损害清理、允许诉讼的省外事故及涉及非标准车辆的非公路事故仍可起诉。 / The standard Basic TPL limit is $200,000 (automatically $1,000,000 for heavy commercial vehicles, commercial trailers, buses, taxis, and limousines carrying passengers or cargo for compensation, and $2,000,000 for vehicles transporting dangerous goods); although BC prohibits most lawsuits for bodily injury and vehicle damage resulting from motor vehicle crashes, lawsuits remain permitted for damage to property other than a vehicle, cargo or contents of third parties, business interruption losses, environmental damage cleanup, out-of-province crashes in jurisdictions permitting tort actions, and off-highway crashes involving non-standard vehicles.
加强意外给付（EAB）原则与非居民规则 / Enhanced Accident Benefits (EAB) core principles and non-resident rules	Enhanced Accident Benefits (EAB)	EAB 对所有 BC 居民和客户不问过错、无总上限，涵盖司机、乘客、骑车人和行人；非居民在 BC 受伤可得医疗康复但金额可能随过错调整，若其另有其他车险意外给付则以该保险为主要来源。 / EAB provides benefits to all BC residents on a no-fault basis without an overall limit, covering drivers, passengers, cyclists, and pedestrians; non-residents injured in BC receive medical and rehabilitation benefits that may be reduced according to their degree of fault, and if they carry other auto accident benefits coverage, that other policy acts as the primary payer.
收入替代与其他 EAB 核心给付细则 / Income Replacement and other core EAB benefit provisions	Income Replacement, Caregiver, Permanent Impairment, and Catastrophic Injuries	考试口径下收入替代按税后净收入的 90% 计算、从事故后第 8 天起付且排在雇主伤残计划、WorkSafeBC 和 EI 之后；照护者给付针对无薪照护 16 岁以下儿童或无工作能力者，永久伤残按附表一次性给付，哀伤辅导单程超 50 公里的交通住宿可预先批准。 / Under the exam standard, Income Replacement pays 90% of net income starting on the 8th day after the crash, paying after employer disability plans, WorkSafeBC, and EI; Caregiver Benefits apply to unpaid caregivers caring for children under age 16 or persons unable to work; Permanent Impairment provides a lump-sum payment according to a statutory schedule; and travel and lodging for grief counselling exceeding 50 kilometres one-way can be pre-approved.
基本车损（BVD）限额、按比例赔付及非公路条件 / Basic Vehicle Damage (BVD) limit,	Basic Vehicle Damage (BVD)	BVD 最高 $200,000，仅适用于 BC 公共道路（省外不适用），按投保人不负责任的比例赔付车辆修理、永久附属设备、使用损失及拖车存放；非公路事故须至少有两辆持牌标准车（或持牌挂车）相撞才适用，不赔车内物品、货物和营

proportional settlement, and off–highway rules		业中断。 / BVD provides coverage up to $200,000 solely on BC public roads (not out–of–province), paying in proportion to the percentage the insured is not responsible for to cover vehicle repairs, permanently attached equipment, loss of use, towing, and storage; off–highway accidents require a collision between at least two licensed standard vehicles (or licensed trailers) to qualify, and BVD excludes contents, cargo, and business interruption.
保额不足驾驶人保障（UMP）双条件 / Underinsured Motorist Protection (UMP) dual qualification conditions	Underinsured Motorist Protection (UMP)	UMP 每人最高 $1 million，仅在投保人或同住家人同时满足“不享有 EAB 资格”且“肇事司机第三方责任险不足以支付判定损害”两项条件时补足差额，在不允许车祸诉讼的地区（含 BC 大部分道路事故）不适用。 / UMP provides up to $1,000,000 per person to cover bodily injury shortfall only when the insured or household family member concurrently satisfies two conditions: not being entitled to Enhanced Accident Benefits (EAB), and the at–fault driver's third–party liability insurance being insufficient to satisfy the adjudicated damages; it does not apply in jurisdictions where motor vehicle tort lawsuits are barred (including most roadway crashes in BC).
法定无保险或身份不明驾驶人条款 / Statutory Uninsured/Unidentified Motorist Provision	Statutory Uninsured/Unidentified Motorist Provision	该条款独立于基本险，自动保障全体 BC 居民（无论是否有车或驾照）在 BC 公路上被无保险或逃逸司机撞坏的非车辆财产（如建筑、围栏、自行车），最高 $200,000，其中逃逸事故须由索赔人先承担 $750 免赔额。 / Operating independently of Basic coverage, this statutory provision protects all BC residents (regardless of vehicle ownership or driver's licence) for damage to non–vehicle property (such as buildings, fences, or bicycles) caused by uninsured or hit–and–run drivers on BC highways up to $200,000, subject to a $750 deductible borne by the claimant in hit–and–run cases.
反向责任（Inverse Liability）的两种触发情形 / Two triggering scenarios of Inverse Liability	Inverse Liability	当事故发生在加美某个法律不允许就车损索偿的辖区，或者肇事者居住在该类辖区时，反向责任按对方负责的比例赔付投保车辆损失，并由基本险替投保人承担对方责任比例那部分的碰撞险免赔额。 / When an accident occurs in a Canadian or U.S. jurisdiction whose laws bar claims for such vehicle damage, or when the at–fault driver resides in such a jurisdiction, Inverse Liability covers the insured vehicle's damage in proportion to the other driver's percentage of fault, and Basic coverage pays that same percentage of the insured's Collision deductible.
三种自车损失险、定价类别与除外责任 / Three own–damage coverages, rating categories, and exclusions	Collision, Specified Perils, Comprehensive, Rate Group, and Declared Value	碰撞险保碰撞翻车、坑洞及逃逸撞车；综合险保碰撞以外一切（含撞动物、风挡玻璃）且理赔不影响驾驶因子；列明风险险不含故意破坏、恶意毁损、撞动物和风挡；多数私家车按车型分组（rate group）定价，房车、摩托、重型商用车等按申报价值（declared value）定价，轮胎、车内物品及家人雇员偷车均除外。 / Collision covers impact, rollover, potholes, and hit–and–run vehicle damage; Comprehensive covers all losses except collision (including animal impact and windshield damage) without affecting the driver factor; Specified Perils excludes vandalism, malicious mischief, animal impact, and windshields; most private passenger vehicles are rated using rate groups, whereas motorhomes, motorcycles, and heavy commercial vehicles use declared value; tires, vehicle contents, and theft by family or employees are excluded.

自测提问（康奈尔左栏）

1. 为什么修车厂师傅经车主同意试车出事，不能走车主的基本险？从 BC 自驾去墨西哥旅游途中出事受保吗？ / Why is an auto repair technician road–testing a vehicle with the owner's consent excluded from the owner's Basic coverage, and is a road trip from BC to Mexico covered?
2. 在 BC 禁止车祸诉讼的原则下，哪六种例外情形仍然允许起诉并由肇事方的第三方责任（TPL）赔付？不同营运车辆的 TPL 限额各是多少？ / Under BC's general prohibition on motor vehicle lawsuits, which six exceptions still permit legal action paid by Third–Party Liability (TPL), and what are the TPL limits for different commercial vehicles?
3. 加强意外给付（EAB）里的收入替代（Income Replacement）按什么比例算、第几天起付、与其他工资损失计划谁先赔？考试口径下 Catastrophic Injuries 标题包含哪三项？ / Under Enhanced Accident Benefits (EAB), how is Income Replacement calculated, when do payments begin, and how does it rank against other wage–loss plans? Which three benefits fall under Catastrophic Injuries on the exam?

4. 基本车损（BVD）在部分有责、省外事故、非公路撞上山地车时分别怎么处理？UMP 的两个同时成立条件是什么？ / How does Basic Vehicle Damage (BVD) respond to shared-fault accidents, out-of-province collisions, and off-highway impacts with mountain bikes, and what two concurrent conditions must be met to trigger UMP?
5. 自车被逃逸司机撞坏与自家围栏被逃逸司机撞坏各找哪项保障？碰撞险、列明风险险、综合险对“撞倒在路上的树、撞动物、风挡玻璃”如何分工？ / Which coverages respond respectively when an insured vehicle versus a private fence is damaged by a hit-and-run driver, and how do Collision, Specified Perils, and Comprehensive divide coverage for fallen trees, animal impacts, and windshields?

总结：请用自己的话总结基本险五项保障加独立法定条款各自负责的事故场景，并写明当车主负有部分责任或遭遇非碰撞损失时，BVD 与三种可选自车损失险如何配合分担车损及免赔额。 / In your own words, summarize the accident scenarios governed by each of the five Basic coverages and the independent statutory provision, explaining how BVD and the three optional own-damage coverages coordinate to share vehicle damage costs and deductibles when the insured is partially at fault or suffers non-collision losses.

第 14 章 · 车险可选保障与保障条件 / Optional Auto Coverages and Coverage Conditions

BC 车险 / Automobile | P1 必拿分 / Must score | Optional Coverage & Conditions · 练习卷 一 题 · 模考 6 题

带着这几道题读：同住家人未列名出事，车主要付UDAP吗？ / Must the owner pay the UDAP if an unlisted household family member causes a crash?；只偷走轮胎，自动使用损失赔交通费吗？ / Does Automatic Loss of Use pay transit expenses if only tires and wheels are stolen?；七件套目的地协助，含不含租替代车？ / Does Destination Assistance in the seven-item package include renting a substitute vehicle?；第3年款当天买限折旧，火灾全损赔吗？ / If Limited-Depreciation is purchased on the day a car enters its third model year, does it cover total loss by fire?；驾照过期撞伤他人，第三方损失还赔吗？ / If a driver's licence has expired and the driver injures someone, are third-party losses still paid?

怎么考

- 套餐组成与子项边界题：直接考四件套与七件套附加包各含哪几项、哪些客户或费用被除外（如非居民不享租车与出行被盗、目的地协助 12 小时内且不含租车、路边应急每期最多 2 次且不含油电胎零件）。 / Package composition and sub-coverage boundary questions: Directly testing which sub-coverages are included in the four-item package and the seven-item roadside package, and which customers or expenses are excluded (such as non-residents being ineligible for rental-vehicle and vehicle travel protection, destination assistance being limited to 12 hours and excluding rental cars, and roadside emergency assistance being limited to twice per policy term and excluding gas, batteries, tires, and replacement parts).
- 重叠与前置条件判断题：给一个生活场景问“需不需要另买某险”或“买某险必须先有什么险”（如已有碰撞险就不必另买 Hit and Run；买七件套须有综合险；买新车保障须同时有碰撞险和综合险，且房车不能买）。 / Coverage overlap and prerequisite condition questions: Presenting a real-life scenario to ask whether an additional coverage must be purchased or which prerequisite coverage is required (such as not needing to purchase Hit and Run if Collision is already carried, requiring Comprehensive to purchase the seven-item roadside package, and requiring both Collision and Comprehensive to purchase new vehicle coverage, with motorhomes being ineligible).
- 未列名驾驶人（UDP）除外情形判别题：给一位亲友或员工开投保人的车出了有责事故，考是否属于 UDP 的四种除外（同住家人或雇员、12 个月内开超 12 天、无照、2019-09-01 起 5 年内在投保人车上出过事），从而判断车主是否要付 UDAP。 / Unlisted Driver Protection (UDP) exclusion identification questions: Describing an at-fault crash caused by a relative, friend, or employee driving the insured vehicle, testing whether the driver falls under the four UDP exclusions (household family members or employees, driving more than 12 days in 12 months, unlicensed drivers, or having caused an at-fault crash in the insured vehicle within five years since September 1,

高频陷阱（看到信号就警觉）

同住亲友当成偶尔借车 / Treating co-residing relatives as occasional borrowers：题干出现 household member、family member、employee，或提示借车人与车主同住、受雇于车主。 / The question stem mentions household member, family member, employee, or indicates the driver lives with or is employed by the vehicle owner.

偷零件误当整车被盗 / Mistaking theft of vehicle parts for theft of the entire vehicle：题干写 wheels、tires、engine、catalytic converter 等部件被偷，而车辆本身还在原地。 / The question stem mentions stolen parts such as wheels, tires, engine, or catalytic converter while the vehicle itself remains behind.

混淆套餐内含与除外 / Confusing package inclusions and exclusions：题干问四件套含不含某项，或问 Destination Assistance / roadside emergency 能报销哪笔具体费用。 / The question stem asks whether the four-item package covers a specific item, or asks which specific expenses Destination Assistance or roadside emergency will reimburse.

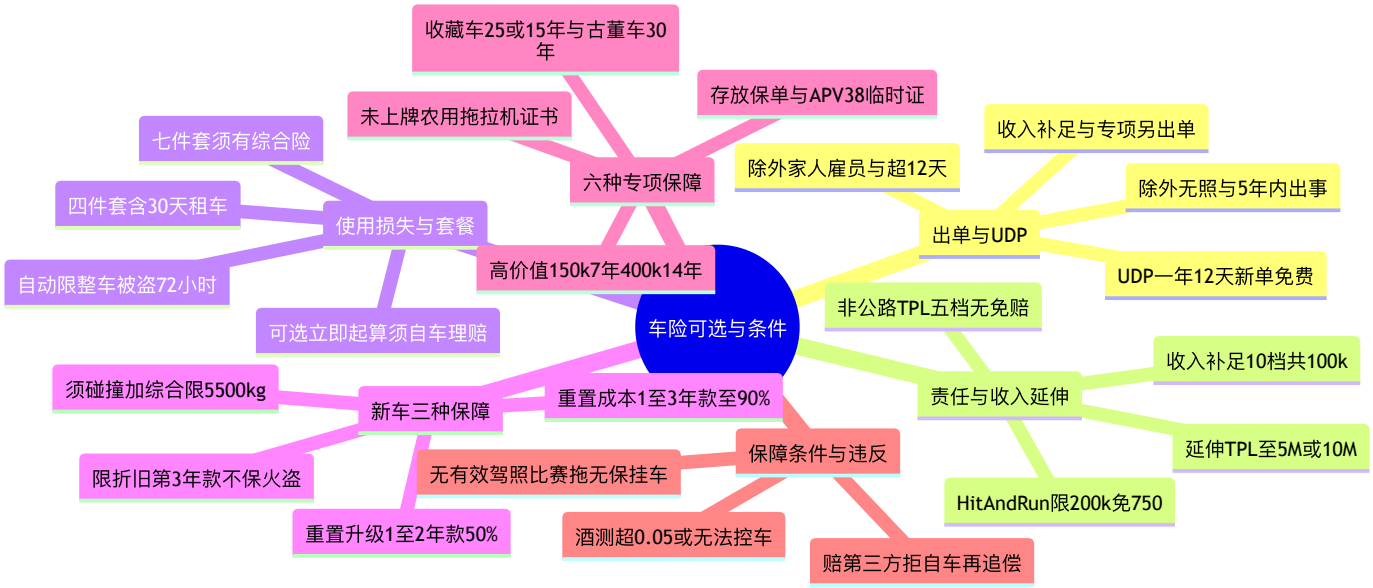
新车三险的年款与第3年火盗陷阱 / Model year and third-year fire and theft trap in new vehicle coverages：题干标明车辆是第几个 model year、修理费占市值百分比，或提到在第 3 个年款当天买限折旧险后发生火灾/被盗全损。 / The question stem specifies the vehicle model year, repair cost as a percentage of market value, or mentions purchasing Limited-Depreciation on the start of the third model year followed by a total loss from fire or theft.

违约后果颠倒或酒驾等起诉 / Reversing breach consequences or expecting criminal charges for impaired driving：题干出现 expired licence、alcohol、not charged、breach of condition，并问对第三方和车主自身分别怎么处理。 / The question stem mentions expired licence, alcohol, not charged, or breach of condition, and asks how third-party and own-damage claims are handled respectively.

2019) to determine if the owner must pay the Unlisted Driver Accident Premium (UDAP).

- 自动与可选使用损失（Loss of Use）对比题：考触发原因、起算时间与理赔前提的差异——特别是“只偷零件不触发自动使用损失”“整车被盗报警后 72 小时起算”以及“可选使用损失事故后立即起算但须有自车险理赔”。 / Automatic versus Optional Loss of Use comparison questions: Testing differences in triggering perils, commencement times, and claim prerequisites—specifically that theft of parts does not trigger Automatic Loss of Use, that theft of the entire vehicle begins 72 hours after reporting to police, and that Optional Loss of Use begins immediately after the incident but requires an own-damage claim.
- 违反保障条件（Breach of Conditions）后果与判据题：给无有效驾照、酒驾、超期外省行驶或比赛等场景，考三步标准后果（照赔受害第三方、拒赔违约者自车、向违约者追偿），或区分考试清单口径（酒测超过 0.05）与情景题口径（醉到无法正常控制车辆、无需被起诉）。 / Breach of coverage conditions consequence and criterion questions: Presenting scenarios such as driving without a valid licence, impaired driving, unauthorized out-of-province operation, or racing, testing the standard three-step consequence (paying innocent third parties, denying the breaching driver's own-damage claim, and seeking recovery from the breaching driver), or distinguishing the exam list criterion (blood alcohol level over 0.05) from the scenario criterion (intoxicated to the point of being incapable of proper vehicle control, without requiring criminal charges).

导图



第 14 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
可选险出单方式 / Optional coverage policy issuance methods	Optional coverages / Specialized Coverages	可选险大多与基本险写在同一张保单上分开计价，但收入补足（Income Top-Up）和专项保障（Specialized Coverages）是单独的保单。 / Most optional coverages are listed and priced separately on the same policy document as the basic coverage, but Income Top-Up and Specialized Coverages are issued as separate standalone policies.
未列名驾驶人保障与除外 / Unlisted Driver Protection and four exclusions	Unlisted Driver Protection (UDP)	新基本险保单自动免费附带，让未列名者一年最多开 12 天；但家庭成员或雇员、12 个月内开超 12 天、无照、以及 2019-09-01 起 5 年内在投保人车上出过事故的人除外。 / New basic policies automatically include Unlisted Driver Protection (UDP) at no extra charge, allowing unlisted drivers to operate the vehicle up to 12 days per year; however, household family members or employees, individuals who drove more than 12 days in the past 12 months, unlicensed drivers, and individuals who caused an at-fault crash in the insured vehicle within five years since September 1, 2019 are excluded.
延伸与非公路第三方责任 / Extended Third Party Liability and Off-Highway Third Party Liability	Extended Third Party Liability / Off-Highway Third Party Liability	延伸第三方责任将私家车/轻商提至最高 $5M、重型商用及危险品车提至最高 $10M；非公路第三方责任保持牌非标准车在非公路使用，分 $200,000 至 $5M 五档且无免赔额。 / Extended Third Party Liability increases limits up to $5,000,000 for private passenger and light commercial vehicles, and up to $10,000,000 for heavy commercial vehicles and vehicles transporting dangerous goods; Off-Highway Third Party Liability covers licensed non-standard vehicles used off-highway, available in five limits from $200,000 to $5,000,000 with no deductible.
收入补足 / Income Top-Up eligibility and limits	Income Top-Up	所有 BC 居民（不论有无基本车险保单）及在 BC 上牌投保的非居民均可购买，分最多 10 档、每档 $10,000，最高加 $100,000。 / Income Top-Up is available to all BC residents (whether or not they hold a Basic auto policy) and non-residents who plate and insure a vehicle in BC, offering up to 10 tiers of $10,000 each to add up to $100,000.
肇事逃逸险与使用损失 / Hit and Run coverage and Loss of Use	Hit and Run / Loss of Use	已有碰撞险即含逃逸车损，否则可单买 Hit and Run（限额 $200,000、免赔 $750）；自动使用损失随综合险或列明风险险附带，仅限整车被盗且报案后 72 小时起算，可选使用损失事故后立即起算但除整车被盗外须有自车理赔。 / Collision coverage already includes hit-and-run vehicle damage; otherwise, standalone Hit and Run coverage may be purchased ($200,000 limit, $750 deductible); Automatic Loss of Use is automatically included with Comprehensive or Specified Perils, covering only theft of the entire vehicle starting 72 hours after reporting to police; Optional Loss of Use starts immediately following an incident but requires an own-damage claim unless the entire vehicle is stolen.
四件套与七件套附加包 / Four-item package and seven-item roadside package	four-item package / seven-item roadside package	四件套含加高使用损失、30 天租车、≤30 天出行被盗、锁具钥匙（非居民无租车与出行）；七件套须有综合险，将四件提额（租车 TPL 由 $1M 提至 $2M）并加目的地协助（12 小时内、不含租车）、盗窃免赔豁免和路边应急（每期 2 次、不含油电胎零件）。 / The four-item package includes increased loss of use, rental-vehicle coverage for up to 30 consecutive days, vehicle travel protection for trips up to 30 days, and locks and keys (non-residents are excluded from rental-vehicle and vehicle travel protection); the seven-item package requires Comprehensive coverage, increases limits on the four items (raising rental TPL from $1,000,000 to $2,000,000), and adds Destination Assistance (within 12 hours, excluding rental vehicles), theft deductible waiver, and roadside emergency assistance (up to twice per policy term, excluding gas, batteries, tires, and replacement parts).
新车三种抗折旧保障 / Three new vehicle anti-depreciation coverages	New Vehicle Replacement Plus / Replacement-Cost / Limited-Depreciation	须同时买碰撞险与综合险，限私家车或 ≤5,500 kg 轻商（房车不可）；重置升级保第 1–2 年款（修理超市值 50% 即全损），重置成本保第 1–3 年款（全损门槛可高至 90%），限折旧保 ≤3 年款（第 3 年款当天生效的不保火、盗、破坏、恶意毁损全损）。 / Requires both Collision and Comprehensive coverage, restricted to private passenger cars or light commercial vehicles weighing 5,500 kg GVW or less (motorhomes are ineligible); New Vehicle Replacement Plus covers the first and second model years (total loss if repairs exceed 50% of market value); Replacement-Cost covers the first through third model years (total-loss threshold may reach up to 90%); Limited-Depreciation covers vehicles up to three model years old (if effective in the third model year, total loss from fire, theft, vandalism, or malicious mischief is excluded).
高价值车、存放、临时证与农机证书 / High-	High-value / Storage Policy /	高价值车门槛为 MSRP 超 $150,000（7 年款内）或超 $400,000（14 年款内）；存放保单保不使用且不停公路的车；APV38 保加美本土省外新购车开回 BC（1–31 天）；未上牌农机上

value vehicles, storage policies, temporary binders, and farm tractor certificates	binder (APV38) / Unlicensed Farm Tractor Certificate	公路（含横穿）须有随车证书。 / High-value vehicle thresholds are an MSRP exceeding $150,000 (within seven model years) or exceeding $400,000 (within 14 model years); Storage Policies cover vehicles not in use and not parked on a highway; a temporary operation binder (APV38) covers newly purchased vehicles driven back to BC from elsewhere in continental Canada or the US for 1 to 31 days; unlicensed farm tractors operated on or crossing a highway must carry an Unlicensed Farm Tractor Certificate in the vehicle.
收藏车与古董车保障 / Collector vehicle and vintage motor vehicle coverages	collector vehicle / Vintage Motor Vehicle Certificate	收藏车须至少 25 年（或 15 年限量/停产）、原厂规格且仅作休闲；古董车须至少 30 年、挂 vintage plates，仅限检验、维修、游行展览、车会、婚礼毕业或公共仪式，灯规不符只能白天开。 / Collector vehicles must be at least 25 years old (or 15 years old for limited-production or discontinued models), maintained to original manufacturer specifications, and used solely for pleasure; vintage motor vehicles must be at least 30 years old, carry vintage plates, and be operated solely for inspection, servicing, parades, exhibitions, club activities, weddings, graduations, or public ceremonies, restricted to daylight hours if safety lighting requirements are not met.
保障条件与违反后果 / Coverage conditions and consequences of breach	coverage conditions / breach	无有效驾照、超期外省行驶、比赛、拖无保挂车、酒药驾（清单例酒测超 0.05，案例为醉到无法正常控制车辆且无需被起诉）或拒测均属违反条件；后果是照赔受害第三方、不赔违约者自车、再向违约者追偿。 / Driving without a valid driver's licence, unauthorized out-of-province operation, racing, towing an unlicensed or uninsured trailer, impaired driving (listed on the exam as blood alcohol over 0.05, and in scenarios as being incapable of proper control of the vehicle without requiring criminal charges), or refusing a breath test constitute a breach of coverage conditions; the three-step consequence is paying innocent third parties, denying the breaching driver's own-damage claim, and seeking reimbursement from the breaching driver.

自测提问（康奈尔左栏）

1. 哪些可选保障必须单独出保单？UDP 不适用的四种人是哪四种？ / Which optional coverages must be issued as separate standalone policies, and who are the four categories of drivers excluded from UDP?
2. 自动使用损失与可选使用损失在触发原因、起算时间和理赔前提上有什么区别？ / What are the differences between Automatic Loss of Use and Optional Loss of Use regarding triggering perils, commencement times, and claim prerequisites?
3. 四件套和七件套附加包新增的三件各是什么？有哪些常考除外？ / What are the three additional coverages in the seven-item roadside package compared to the four-item package, and what are their frequently tested exclusions?
4. 三种新车保障的适用年款、全损百分比和第 3 年款的特殊除外分别是什么？ / What are the applicable model years, total-loss percentage thresholds, and special third-model-year exclusions among the three new vehicle coverages?
5. 六种专项保障的核心门槛是什么？违反保障条件后的三步后果和酒驾双判据怎么答？ / What are the core qualifying thresholds for the six specialized coverages, the three-step consequences of a breach of conditions, and the criteria for impaired driving?

总结：用三句话总结本讲核心：哪些可选险共用保单、哪两类单独出单；套餐与新车保障的关键数字门槛；以及违反保障条件时保险公司对第三方和车主本人的处理原则。 / In your own words, summarize the core points of this chapter: which optional coverages share the basic policy versus which two are issued separately; the key numeric thresholds for packages and new vehicle coverages; and how an insurer treats innocent third parties versus the vehicle owner upon a breach of coverage conditions.

第 15 章 · 经纪人监管与职业操守 / Regulation and Ethics of Insurance Intermediaries

行业与监管 / Industry　P2 稳住 / Hold steady　Broker Regulation & Conduct · 练习卷 3 题 · 模考 3 题

带着这几道题读：BC牌照、投诉、纪律归谁管？ / Which body has delegated authority over BC licensing, complaints, and discipline?；三级牌照哪一句叙述不对？ / Which statement concerning the three-level step licensing system is incorrect?；哪种情形不会因回扣被吊照？ / Which scenario does not constitute illegal rebating leading to licence revocation?；能力不够时该拒绝还是硬做？ / When a risk exceeds personal competence, should a broker decline or learn on the job?；守法却达不到协会标准会怎样？ / What happens when a broker complies with legislation but fails association standards?

怎么考

- 机构职能辨析题：给你联邦监管者、省级保险监督官（Superintendent）、保险理事会（Insurance Council）和行业协会，考谁真正管牌照核发、投诉调查与纪律处分，测你分不分得清行政立法监管、受托自律管理与行业协会的边界。 / Regulatory body function questions: Presenting the federal regulator, the provincial insurance Superintendent, the Insurance Council, and professional broker associations, testing which body actually handles licence issuance, complaint investigation, and disciplinary action, and evaluating whether candidates distinguish the boundaries between statutory administrative regulation, delegated self-regulatory administration, and professional industry associations.
- 分级牌照真伪题：围绕 BC 三级牌照（Level I、Level II、Level III）的执业地点、谁监督谁、谁能拥有或管理经纪行、升级靠考试知识还是工作年资出「哪一项叙述不正确」的反向题。 / Step licensing true-or-false questions: Presenting negative 'which statement is INCORRECT' questions regarding BC's three licensing levels (Level I, Level II, Level III) concerning permitted work locations, who supervises whom, who is permitted to own or manage a brokerage, and whether upgrading relies on demonstrated examination knowledge rather than years of industry tenure.
- 吊照事由与回扣情境题：给四个业务场景（现金返还、赠送高价会籍、派发低值促销笔、保险人授权的保费折扣），问哪一项构成违法回扣（rebating）或哪一项不会导致吊销牌照，测你抓不抓得住「保单所列保费之外的购买诱因」这一核心判准。 / Licence revocation grounds and rebating scenario questions: Providing four business scenarios (cash refunds, gifting expensive memberships, distributing low-value promotional pens, and insurer-authorized premium discounts) to ask which constitutes illegal rebating or which would not lead to licence revocation, testing whether candidates grasp the core criterion of providing an inducement to purchase outside the stated policy premium.
- 行为准则边界应用题：针对八条行为准则（诚信、能力、服务质量、建议客户、保密、收费披露等）设具体两难情境，例如

高频陷阱（看到信号就警觉）

监管机构张冠李戴 / Confusing regulatory bodies and their distinct functions：题干出现 licensing、complaints、disciplinary action 或 regulating conduct in BC/AB/SK/MB。 / The question stem mentions licensing, complaints, disciplinary action, or regulating conduct in BC, AB, SK, or MB.

牌照级别与升级条件混淆 / Confusing licence levels and upgrading prerequisites：题干出现 step licensing、own or manage a brokerage、years of experience 或 Level I/II/III 权限对比。 / The question stem mentions step licensing, own or manage a brokerage, years of experience, or comparisons of Level I, II, and III authorities.

回扣与合法折扣或小赠品不分 / Failing to distinguish illegal rebating from authorized discounts and promotional giveaways：题干出现 discount authorized by the insurer、inducement、stated policy premium 或 promotional giveaways。 / The question stem mentions discount authorized by the insurer, inducement, stated policy premium, or promotional giveaways.

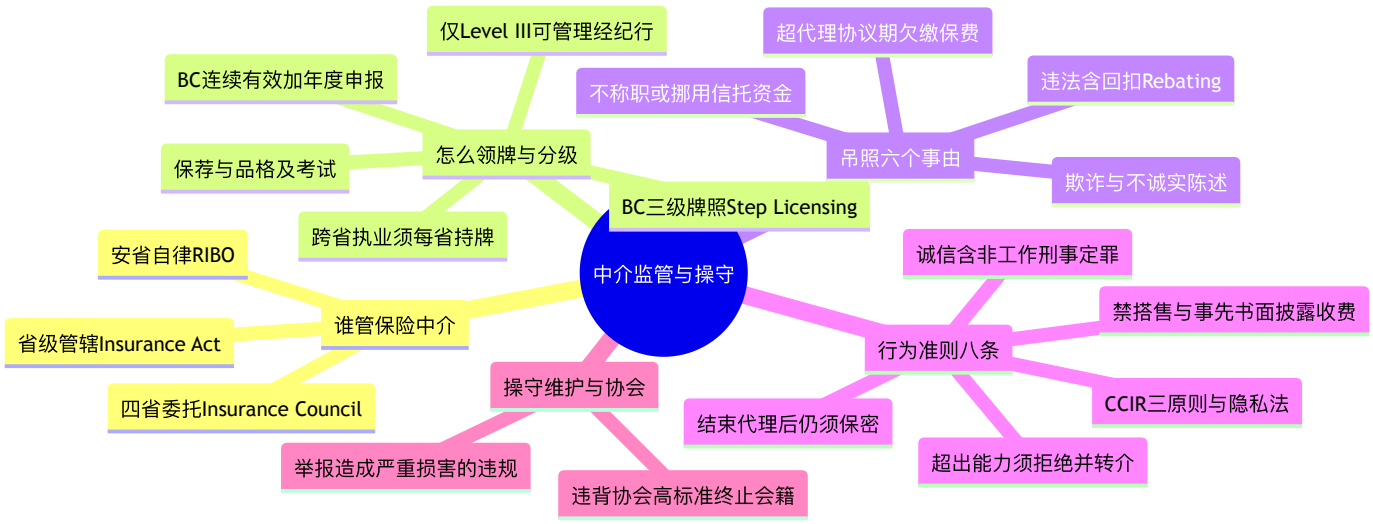
把现行实务当成考试口径 / Applying current regulatory practice instead of exam standards：题干问激励奖金何时必须披露、回扣是否违法、不服 Council 决定向谁上诉、Level I 能否出外执业。 / The question stem asks when sales incentives must be disclosed, whether rebating is illegal, to whom Council decisions are appealed, or whether Level I licensees may practice outside the office.

把协会纪律当成行政吊照 / Mistaking association disciplinary action for statutory licence revocation：题干明确提到 professional association standards、membership 或符合政府立法却未达协会要求。 / The question stem explicitly mentions professional association standards, membership, or meeting government legislation while failing association requirements.

私人刑事定罪是否影响诚信、超出能力该边做边学还是拒绝并转介、客户转走后保密义务是否终止。 / Code of Conduct boundary application questions: Establishing specific dilemma scenarios across the eight Code of Conduct principles (integrity, competence, quality of service, advising clients, confidentiality, fee disclosure, etc.), such as whether a personal criminal conviction impacts professional integrity, whether a broker should learn on the job or decline and refer when a risk exceeds personal competence, and whether the duty of confidentiality terminates after a client moves to another brokerage.

- 法底线、准则与协会三层对比题：考违反《保险法》（Insurance Act）、违反行为准则（Code of Conduct）与违反行业协会标准的后果差异，重点区分「吊销牌照」与「终止协会会籍」。 / Three-tier comparison questions across statutory law, conduct codes, and association standards: Testing the differing consequences of violating the Insurance Act, violating the Code of Conduct, and failing to meet professional association standards, focusing particularly on distinguishing licence revocation from termination of association membership.

导图



第 15 章要点（遮住右两列自测）

要点	考卷用词	规则 / 数字
四省委托保险理事会 / Four provinces delegating authority to an Insurance Council	Insurance Council	中介监管属省级权限；BC、AB、SK、MB 四省将牌照、投诉、纪律及制定行为规章委托给独立的 Insurance Council，其决定一般可上诉至 Superintendent。 / Regulation of insurance intermediaries falls under provincial jurisdiction; British Columbia, Alberta, Saskatchewan, and Manitoba delegate licensing, complaints, discipline, and the enactment of codes of conduct to an independent Insurance Council, whose decisions may generally be appealed to the Superintendent.
领牌三条件与保荐人 / Three licensing prerequisites and licence sponsorship	sponsor / good character and reputation	首次领牌须品格与名声良好、通过认可考试，并由雇用他的经纪行或保险人保荐（自雇者由其代表的保险人保荐）。 / Obtaining an initial licence requires good character and reputation, passing an approved examination, and being sponsored by the employing brokerage or insurer (self-employed applicants are sponsored by the insurer they represent).
BC三级牌照权限与升级 / BC three-level step licensing authority and upgrading	step licensing / Level I, II, III	Level I 限办公室且随时受监督（唯一例外是移动车险合同下去车行），Level II 可在办公室内外但受 Level III 监督，仅 Level III 可拥有或管理经纪行；每升一级靠更多知识而非年资。 / Level I is restricted to the office under constant supervision (the sole exception being off-site visits to auto dealerships under a Mobile Auto Contract), Level II may operate inside and outside the office under Level III supervision, and only Level III may own or manage a brokerage; each step upgrade requires demonstrated additional knowledge rather than years of experience.
牌照期限与跨省副署 / Licence terms and out-of-province policy countersigning	continuous licence / countersign	BC 牌照连续有效并须年度申报（安省 1 年、新斯科舍 3 年）；跨省做业务必须在每个省持牌，保单须由该省持牌经纪人副署并分佣。 / Licences in BC are continuous with an annual filing requirement (compared to one year in Ontario and three years in Nova Scotia); conducting business across provinces requires licensing in every jurisdiction, and policies must be countersigned by a broker licensed in that province who shares in the commission.
回扣的定义与例外 / Definition of rebating and permitted exceptions	rebating / inducement / giveaways	把保单所列保费的一部分或钱以外的有价物返还投保人作为购买诱因即属违法回扣，可致吊照；但价值小到不构成诱因的小赠品及保险人授权写进保单的折扣不算回扣。 / Returning any portion of the stated policy premium or offering something of value other than money to an insured as an inducement to purchase constitutes illegal rebating and grounds for licence revocation; however, promotional giveaways of minimal value too small to constitute an inducement and premium discounts authorized by the insurer in the policy do not count as rebating.
挪用信托资金与欠缴保费 / Misappropriation of trust funds and withholding premiums	trust funds / agency agreement	超过代理协议约定期限不合理扣留保费，或挪用信托资金（含财务控制不力、故意虚报信托头寸、侵占资金三种），均属吊照事由。 / Withholding collected premiums without justification past the deadline set in the agency agreement, or misappropriating trust funds (which explicitly includes poor financial control, willful misstatement of the trust position, and embezzlement of funds), constitute grounds for licence revocation.
CCIR三原则 / Three core principles of the CCIR	priority of client's interests / product suitability	2006 年 CCIR 利益冲突文件确立中介三条基本原则：客户利益优先、披露实际或潜在利益冲突、产品适合性。 / The 2006 Canadian Council of Insurance Regulators (CCIR) conflict of interest paper established three fundamental principles for intermediaries: priority of client's interests, disclosure of actual or potential conflicts of interest, and product suitability.
诚信、能力边界与保密 / Integrity, boundaries of competence, and confidentiality	integrity / competence / confidentiality	被判刑事罪即使与经纪工作无关也属缺乏诚信；超出个人能力应拒绝代理并转介而非边做边学；客户信息保密义务在结束代理关系后依然存在。 / Conviction of a criminal offence even if unrelated to brokerage work reflects a lack of integrity; when a risk exceeds personal competence, a broker must decline to act and refer the client rather than learn as they go; the duty of client confidentiality continues even after the agency relationship has ended.
激励披露、搭售与额外收费 / Incentive disclosure, tied selling, and additional service fees	tied selling / fee disclosure / unconscionable	严禁搭售；保险人给的激励若成为推荐该保险人而损害客户利益的因素须披露；保费外另收费用须事先书面说明金额与理由，说不出理由即属不合情理（unconscionable）。 / Tied selling is strictly prohibited; any insurer incentive that is a factor in recommending that insurer to the client's detriment must be disclosed; any fee charged above the

		premium must be explained in writing in advance with the amount and reason, and charging a fee without a stated reason is deemed unconscionable.
举报违规与行业协会标准 / Reporting misconduct and professional association standards	professional association	当他人很可能因明显违反保险法规遭受严重损害时有义务向监管机构报告；行业协会标准高于法律要求，违反协会准则会导致终止会籍而非吊销牌照。 / A broker has a duty to report to the regulator when someone is likely to suffer serious harm from an apparent violation of insurance legislation; professional association standards sit higher than statutory requirements, and breaching association codes leads to termination of membership rather than licence revocation.

自测提问（康奈尔左栏）

1. 在 BC 省，执行《保险法》的官员是谁？牌照核发、投诉与纪律具体委托给了哪个机构？不服决定向谁上诉？ / In British Columbia, which official administers the Insurance Act, which body holds delegated authority over licensing, complaints, and discipline, and to whom are decisions generally appealed?
2. BC 三级牌照（Level I、II、III）在执业地点、受谁监督、能否拥有或管理经纪行上各有什么区别？ / What are the differences among BC's three licence levels (Level I, Level II, Level III) regarding permitted work locations, required supervision, and the authority to own or manage a brokerage?
3. 《保险法》下吊销牌照的六个事由是什么？回扣（rebating）与合法小赠品、保险人授权折扣怎么区分？ / What are the six statutory grounds for licence revocation under the Insurance Act, and how is illegal rebating distinguished from minimal promotional giveaways and insurer-authorized discounts?
4. 行为准则对「超出自身能力的业务」「结束代理后的客户信息」「保单外另收服务费」分别有什么硬性规定？ / What specific rules does the Code of Conduct impose regarding risks exceeding personal competence, client information after terminating an agency relationship, and charging service fees above the premium?
5. 为什么一个遵守了政府立法准则的经纪人仍可能被行业协会处分？处分的后果是什么？ / Why might a broker who complies fully with government legislation still face disciplinary action from a professional association, and what is the consequence of that discipline?

总结：用三句话总结本讲核心：第一句写清省级监管委托链条与 BC 三级牌照的权限边界，第二句列出六大吊照事由特别是回扣与挪用信托资金的判准，第三句概括高于法律底线的八条行为准则与协会会籍处分。 / Summarize the core points of this chapter in three sentences: First, state the provincial delegated regulatory chain and the authority boundaries of BC's three licensing levels; second, outline the six statutory grounds for licence revocation, especially the criteria for illegal rebating and misappropriation of trust funds; third, summarize the eight Code of Conduct principles that exceed statutory minimums and the nature of professional association membership discipline.