FOI Level 1 题册

105 道主题题＋105 道变式题，全部本站原创，不是官方考题。每个选项都有解析。

用法

1. 按章做主题题，限时按真考节奏（100 题 150 分钟＝每题 90 秒）。
2. 对答案时四个选项的解析都读：错项为什么错，比对项为什么对更常被考。
3. 做错的题，当天做它的变式题；三天后再做一次。

第 1 章 · 一般保险导论 行业与监管

带 ′ 的是同一考点的变式题：主题题做错时再做它。

1. A small business owner in Victoria is reviewing why insurance exists in society. While insurance contributes to the economy in several ways, which of the following is recognized as the main purpose of insurance?

维多利亚的一位小企业主正在了解保险为何在社会中存在。虽然保险在多个方面对经济有所贡献，但下列哪一项被公认为保险的主要功能?

a. Serving as a basis of credit so lenders are willing to finance homes and businesses

b. Spreading the financial losses of the few among the many who contribute to a pool

c. Cooperating with governments to promote loss prevention and fraud detection

d. Providing employment and investment capital across repair, medical, and legal sectors

1′. An instructor asks a licensing class to identify the primary function of insurance from four accurate statements about the industry. Which statement should the students choose?

一位讲师要求考牌班学员从四句关于保险业的正确表述中挑出保险的主要功能。学员应当选择哪一项?

a. Eliminating worry so entrepreneurs feel confident starting new commercial ventures

b. Protecting mortgaged assets so financial institutions can safely issue loans

c. Generating jobs for adjusters, contractors, and healthcare professionals

d. Collecting premiums into a common fund to share the losses of a few among many

2. After a windstorm tears the shingles off a warehouse roof, the policyholder demands a cash settlement rather than having the insurer arrange repairs. Under the legal definition of insurance, which statement correctly describes how the claim may be settled?

一场暴风刮掉了仓库屋顶的瓦片后，保单持有人要求直接拿现金赔款，而不是由保险人安排修理。根据保险的法定定义，下列哪项正确描述了该理赔可以如何结案?

a. The insurer may choose to pay money or provide another thing of value, such as repairing or replacing the roof

b. The insurer must pay cash whenever the insured requests a monetary settlement before roof repair work begins

c. The law requires all property insurance claims to be settled strictly in cash to guarantee exact indemnity

d. The method of settlement is selected by an independent brokerage at the time the warehouse policy is bound

2′. Which of the following statements is NOT part of the five key points in the legal definition of insurance?

下列哪项表述不属于保险法定定义五个要点的内容?

a. Insurance provides a means of shifting financial responsibility for losses to an insurer in exchange for a premium
b. Payment is made only for future accidental losses and never for deliberate or already-occurred property losses
c. Indemnity must always be paid in money and cannot take the form of repairing or replacing the damaged property
d. The amount of payment is restricted to indemnity so the insured neither profits nor falls short after a loss

3. A hailstorm shatters the skylights of a commercial greenhouse in Kelowna. In the context of the legal definition of insurance, how are the terms 'risk' and 'peril' properly applied to this situation?

一场冰雹砸碎了基洛纳一座商业温室的天窗。在保险法定定义的语境下，risk 和 peril 这两个术语应如何正确应用于该情境?

a. The commercial greenhouse building itself is the legal risk, and the shattered skylight glass is the peril
b. The hailstorm is the legal risk, and the chance of financial loss to the greenhouse owner is the peril
c. The chance of financial loss is the risk, and the hailstorm that caused the damage is the peril
d. Both the hailstorm and the greenhouse are perils, while the insurance premium paid by the owner is the risk

3′. During an office discussion, an underwriter refers to an insured bakery building as 'a well-maintained risk.' How does this everyday phrasing compare with the strict legal definition of insurance?

在一次办公室讨论中，承保人把一栋受保的面包房建筑称为「一个维护良好的 risk」。这种日常说法与严格的保险法定定义相比有何不同?

a. In the legal definition, 'risk' means the chance of financial loss, while the bakery building is the object of insurance
b. In the legal definition, 'risk' means the cause of loss such as fire, while the bakery building itself is the peril
c. There is no difference because the Insurance Act defines 'risk' solely as the physical bakery property being insured
d. In the legal definition, 'risk' refers to the policy premium charged, while the bakery building is the indemnity

4. Ten years ago, a homeowner purchased a house for $75,000. Immediately before a covered fire completely destroyed the building today, its value was $140,000. Under the principle of indemnity in the legal definition of insurance, what amount is the homeowner entitled to receive?

十年前，一位房主花 75,000 加元买下一栋房子。在今天一场受保火灾将该建筑彻底烧毁的前一刻，它的价值为 140,000 加元。根据保险法定定义中的补偿原则，房主有权获得多少赔付金额?

a. $75,000, because indemnity only refunds the original purchase price paid by the homeowner ten years ago
b. $65,000, which represents the net difference between the current value and the original purchase price
c. $215,000, combining both the original purchase price and the current value immediately before the fire
d. $140,000, because indemnity measures the value of the property immediately before the loss occurred

4′. Why does the legal definition of insurance restrict claim payments to indemnity based on the value immediately before the loss, while excluding deliberate losses?

为什么保险的法定定义将理赔金额限制在按损失发生前一刻价值计算的补偿范围内，同时排除故意制造的损失?

a. To ensure the insured recovers the actual loss without profiting or wasting resources on deliberate damage
b. To allow policyholders to insure losses that have already occurred whenever they agree to a higher premium
c. To guarantee that the insured always receives the original historical purchase price of the damaged home
d. To ensure that private stock insurance companies can retain all premiums without paying claims in cash

5. A client asks how a mutual insurance company differs from a stock insurance company in Canada. Which statement accurately contrasts these two types of private insurers?

一位客户询问在加拿大相互保险公司与股份保险公司有何不同。下列哪项表述准确对比了这两类私营保险人?

a. A mutual company is owned by policyholders and provides low–cost coverage, returning surplus via dividends or rate adjustments
b. A mutual company is owned by shareholders seeking investment returns, whereas a stock company is owned by a provincial government
c. A mutual company writes the vast majority of general insurance in Canada and distributes profits solely to external stockholders
d. A mutual company only provides compulsory government automobile coverage to residents in BC, Saskatchewan, Manitoba, and Quebec

5′. Which statement correctly describes the role of government insurers in the Canadian property and casualty insurance market?

下列哪项正确描述了政府保险人在加拿大财产与意外险市场中的角色?

a. Government insurers distribute compulsory automobile insurance exclusively through independent brokerages in all four provinces including Quebec
b. Governments in BC, SK, MB, and QC provide compulsory auto insurance to residents, and SK's insurer also competes in private property lines
c. Government insurers are owned by private corporate shareholders and return annual profit dividends to external stock market investors
d. Liability insurance is the largest line of property and casualty insurance in Canada, exceeding automobile and property premiums combined

6. Marcus sells general insurance in British Columbia. He represents only one insurance company (plus the Facility Association), operates as a small business owner, is paid commission and bonuses, and owns his book of business. Under which distribution system does Marcus operate?

Marcus 在 BC 省销售一般保险。他只代表一家保险公司（外加剩余市场协会），以小业主身份经营，拿佣金和奖金，并且拥有自己的业务簿。Marcus 属于哪种分销方式?

a. Direct writing system, because anyone representing a single insurer is a salaried employee of that company
b. Independent brokerage system, because only multi-insurer brokers are permitted to own a book of business
c. Agency system, where a small business owner represents one insurer and owns the client book of business
d. Lloyd's syndicate system, because he places substandard automobile policies with the Facility Association

6′. Which of the following statements does NOT apply to the independent brokerage distribution system?

下列哪项表述不适用于独立经纪分销体系?

a. Brokers are salaried employees representing a single insurance company, and that insurer owns the client book of business
b. Brokerages normally represent more than one private insurer as well as the Facility Association for automobile coverage
c. Insurers pay the brokerage a commission based on business volume, which the brokerage uses to pay rent and staff salaries
d. It is the most widespread channel, handling over 80% of P&C business and government auto insurance in BC, SK, and MB

7. An entertainment organizer needs coverage for an outdoor concert in case severe weather forces a cancellation, and standard insurers decline the application. When a broker places this business through Lloyd's of London, how does the placement process work?

一位演出主办方需要为一场户外音乐会投保因恶劣天气被迫取消的保险，常规保险公司拒绝承保。当经纪人通过伦敦劳合社安排这项业务时，其承保流程是如何运作的?

a. Lloyd's of London acts as a corporate stock insurer and issues the policy directly from its head office once a premium deposit is paid
b. Underwriters or syndicates accept risk shares on a slip in their own names, and once 100% is subscribed the Policy Signing Office stamps it
c. A syndicate underwriting agent binds the policy as soon as 50% of the slip is subscribed, and the British government guarantees the rest
d. The broker submits the slip to the Facility Association, which stamps all Lloyd's policies for unusual aviation and entertainment risks

7′. Which statement accurately describes the structure of Lloyd's of London?

下列哪项表述准确描述了伦敦劳合社的结构?

a. It is a Canadian mutual insurance company owned by commercial policyholders who insure communication satellites and offshore oil rigs
b. It is a provincial government insurer that competes with private companies for standard residential property and automobile business
c. It is a marketplace of underwriters who assume risks in their own names and form syndicates managed by underwriting agents for complex risks
d. It is a direct writing company whose salaried employees issue policies for unusual commercial risks without using brokers or slips

第 2 章 · 保险合同 行业与监管

带 ′ 的是同一考点的变式题：主题题做错时再做它。

8. A bakery owner submits a signed application requesting a deductible of $100. The insurer issues the policy with a $500 deductible instead. Before the owner reads the policy, a fire damages the bakery's ovens. Why is there no enforceable contract on the $500 terms?

一位烘焙店店主交了签字的投保单，要求 100 加元免赔额。保险公司下发的保单却写着 500 加元免赔额。店主还没看保单，一场大火烧坏了店里的烤箱。为什么按 500 加元条款没有可强制执行的合同?

a. The element of agreement is missing because the insurer did not unconditionally accept the applicant's offer.

b. The element of consideration is missing because the owner has not yet paid the difference in premium.

c. The element of utmost good faith was breached by the insurer through concealment of the deductible.

d. The element of genuine intention fails unless both parties sign a separate written endorsement first.

8′. An insurer sends a property insurance quote with a $500 deductible to a warehouse owner. The owner replies, 'I accept your quote, provided you lower the deductible to $100.' That night, before the insurer responds, wind damages the roof. What is the status of the coverage?

保险公司向仓库业主发出一份免赔额为 500 加元的财产险报价。业主回复：「我接受报价，前提是你们把免赔额降到 100 加元。」当晚在保险公司回复前，大风吹坏了屋顶。保障处于什么状态?

a. Coverage is in force with a $500 deductible because the owner stated that the quote was accepted.

b. Coverage is voidable at the option of the owner because the loss occurred during negotiations.

c. No contract exists because a conditional response is still negotiation rather than an agreement.

d. Coverage is automatically bound at the $100 deductible under the rule of utmost good faith.

9. A broker is reviewing four commercial applications to verify the legal capacity of each applicant. Under the rules tested on the exam, which of the following applicants has the full legal capacity to enter into an enforceable commercial insurance contract as written?

一位经纪人正在审核四份商业投保单，以核实每个投保人的缔约能力。按照考试所考的考试口径，下列哪个投保人按所写名称具备完整的缔约能力，可以订立可强制执行的商业保险合同?

a. Sunrise Floral Studio, a neighbourhood flower shop name registered without the owner's personal name.

b. Pacific Crest Logistics Ltd., an incorporated business applying without listing its shareholders' names.

c. A minor purchasing a commercial display cabinet policy, because all contracts by minors are strictly void.

d. Harbour View Bakery, an unincorporated partnership insured solely under its storefront sign name.

9′. Under the rules tested on the exam on legal capacity, which statement accurately describes a contract entered into by a minor for an item that is not a necessity of life?

按照考试考试资料关于缔约能力的规则，下列哪项准确描述了未成年人就非生活必需品所订立的合同?

a. The minor retains the right to repudiate and void the contract within a reasonable period of time.

b. The contract is automatically void from the beginning for both the minor and the adult seller.

c. The broker has the legal authority to evaluate the minor's maturity and declare the contract binding.

d. The contract is fully enforceable against the minor as long as it uses a trade name with d/b/a.

10. A hardware store owner installs an automatic sprinkler system to reduce potential fire damage, and also chooses a higher deductible on the store's property policy to lower the premium. Which two risk management techniques is the owner using, in order?

五金店店主安装了自动喷水灭火系统以减轻潜在火灾损失，同时在店铺财产保单上选择了更高的免赔额以降低保费。店主依次使用了哪两种风险管理方法?

a. Avoidance of risk followed by transfer of risk.

b. Transfer of risk followed by controlling of risk.

c. Controlling of risk followed by retention of risk.

d. Retention of risk followed by avoidance of risk.

10′. Which statement correctly pairs a risk handling method or risk category with how it is treated in insurance?

下列哪项正确配对了风险处理方式或风险类别及其在保险中的定性?

a. Avoidance of risk is the most practical and commonly used method for everyday household perils.

b. Pure risk carries a chance of loss with no chance of gain, so it is the only insurable category.

c. Speculative risk becomes insurable whenever the applicant agrees to carry a higher deductible.

d. Controlling risk is a complete solution because it eliminates weather perils like hail and lightning.

11. An individual unknowingly buys a stolen motorcycle and insures it. Meanwhile, the individual's cousin buys insurance on an aunt's antique clock that the aunt promised to leave to the cousin in her will. If both items are destroyed, why is neither claim enforceable?

某人买了一辆偷来的摩托车并投了保；同时，他的表兄给姑妈家的一座古董钟投了保，姑妈答应百年之后把钟留给表兄。如果两件物品都毁损，为什么两笔索赔都无法强制执行?

a. Both contracts fail solely because neither applicant had an insurable interest at the loss.

b. Both contracts fail solely because insuring either item violates public policy and legality.

c. The motorcycle policy lacks genuine intention, while the clock policy lacks consideration.

d. The motorcycle policy lacks legality of object, while the clock policy lacks insurable interest.

11′. Which of the following parties has a valid insurable interest that supports an enforceable insurance contract?

下列哪一方拥有有效的可保利益，能够支撑一份可强制执行的保险合同?

a. A watch repair shop that takes temporary custody of customers' watches for servicing.

b. A grandchild who has been promised a family piano when the grandparent passes away.

c. A homeowner who insures a next-door neighbour's detached garage out of goodwill.

d. A collector who insures stolen paintings purchased from an illicit seller.

12. All contracts require five general elements to be legally enforceable, while insurance contracts require three additional elements. Which of the following elements is unique to insurance contracts rather than required of all contracts?

一切合同要在法律上可强制执行都必须具备五个基本要素，而保险合同还需要三个额外要素。下列哪一项是保险合同专有的要素，而不是一切合同都要求的?

a. Genuine intention, requiring consent free from fraud, duress, concealment, or mistake.

b. Indemnity, paying only the actual loss so the insured does not profit from a claim.

c. Consideration, where each party gives a binding promise or payment of value.

d. Legality of object, requiring that the insured subject matter respect public policy.

12′. When an applicant deliberately conceals prior policy cancellations on an insurance application, the contract becomes voidable. What does 'voidable' mean in contract law?

当投保人在投保单上故意隐瞒既往被解约记录时，合同变为可撤销（voidable）。在合同法中，「可撤销」是什么意思?

a. The contract is treated in law as though it never existed for either party.

b. The contract remains binding only if the wrongdoer chooses to ratify it after a loss.

c. The contract automatically converts into a temporary binder until a court reviews it.

d. The wrongdoer cannot enforce it, while the injured party may keep it in force or cancel it.

13. An insurer's rate manual states that brokers cannot bind coverage on woodworking shops. A broker overlooks this rule, issues an oral binder to a cabinetmaker, and fails to send written confirmation. A fire destroys the shop the next day. Which statement is correct?

某保险公司的费率手册规定经纪人不得承保木工坊。一名经纪人忽略了该规定，向一位橱柜匠给出了口头临时承保，且未发书面确认。次日大火烧毁了木工坊。下列哪项陈述正确?

a. The oral binder is valid, and since the broker exceeded the authority in the rate manual, the brokerage faces an E&O claim for the loss.

b. No coverage was ever bound because a temporary binder has no legal standing until it is issued in writing on a formal cover note.

c. The insurer must pay the claim because binding authority can only be restricted in the agency agreement, never in the rate manual.

d. The cabinetmaker must bear the loss alone because an oral binder is merely a price quote rather than a binding insurance contract.

13′. Where does a general insurance broker's binding authority come from, and why do insurers often place binding limits in the second document?

一般保险经纪人的承保权限来自哪里？为什么保险公司常把承保限额写在第二份文件里？

a. From the provincial statute and the cover note, so the regulator can revise underwriting limits without amending the act.

b. From the agency agreement and the rate manual, so the insurer can adjust limits as markets change without renegotiating agreements.

c. From the errors and omissions policy and the endorsement form, so the brokerage can self-authorize prohibited commercial risks.

d. From the signed application and the floater form, so the broker can bind oral coverage without sending written confirmation.

14. Midway through a policy term, a homeowner and the insurer mutually agree to delete an exclusion and increase the limit of insurance on outdoor trees. Under the exam framework, which written document is used to acknowledge this change in the terms of the contract?

在保单有效期内，房主与保险公司双方同意删除一项除外责任，并调高室外树木的赔偿限额。按照考试框架，应当使用哪种书面文件来确认这一合同条款的变更？

a. A binder confirming temporary coverage until renewal.

b. A floater covering property that moves from location to location.

c. An endorsement acknowledging a change in the terms of the policy.

d. A separate policy issued without altering the original contract.

14′. A commercial photographer needs coverage for expensive cameras that are taken to different outdoor shoots every day, while an engineering consultant needs professional liability coverage that is not provided under the consultant's office building policy. Which two documents should be used, in order?

一位商业摄影师需要为每天带去不同外景地拍摄的昂贵相机投保，而一位工程顾问需要投保其办公楼保单不保的职业责任险。依次应当使用哪两种文件？

a. An endorsement followed by a binder.

b. A separate policy followed by an endorsement.

c. A binder followed by a floater.

d. A floater followed by a separate policy.

第 3 章 · 政府与监管 行业与监管

带 ′ 的是同一考点的变式题：主题题做错时再做它。

15. Which of the following activities is NOT a responsibility of the provincial Superintendent of Insurance when regulating general insurers?

在监管普通保险公司时，下列哪一项活动不是省保险监理官（Superintendent of Insurance）的职责?

a. Supervising the wording and terms of insurance contracts sold by private insurers in the province

b. Establishing the standard premium rates that private insurers must charge for property policies

c. Licensing insurers to transact business within the province, even if they already hold a federal licence

d. Monitoring the financial stability and solvency of insurers operating under a provincial charter

15′. A newly incorporated property insurer has obtained its federal licence after meeting the strict financial standards of OSFI. Before this insurer can legally sell property policies to residents in a specific province, what else is required and how is its solvency regulated?

一家新成立的财产保险公司达到了联邦金融机构监理署（OSFI）的严格财务标准并取得了联邦牌照。在该保险公司合法向某省居民销售财产保单之前，还需要满足什么要求？其偿付能力如何受监管?

a. It needs no further licence because a federal licence automatically grants authority to sell in every province

b. It must have its property premium rates set by the provincial Superintendent before issuing any policies

c. It must still obtain a provincial licence where it operates, while OSFI continues to monitor its solvency

d. It must deposit its entire premium revenue with PACICC in advance to guarantee future claim payments

16. How does the fiduciary obligation apply to the commission retained by an insurance brokerage when a client pays an annual premium?

当客户支付一年期保费时，受托责任（Fiduciary Obligation）如何适用于保险经纪行留存的佣金?

a. Unearned commissions must be held in trust so they remain available for refund if the policy is terminated early

b. All commissions collected must be locked in trust until the twelve-month policy period has fully expired

c. Every province requires the brokerage to deposit all premiums into a separate trust account within three banking days

d. The entire commission becomes fully earned by the brokerage the moment the policy is delivered to the insured

16′. A client pays a 12-month policy premium to a brokerage at the start of the policy term. Three months into the term, how is the insurer's fiduciary obligation regarding that premium defined?

客户在保期开始时向经纪行支付了一份 12 个月保单的保费。保期过去三个月时，保险人对这笔保费的受托责任（Fiduciary Obligation）是如何界定的?

a. The insurer may treat the entire 12-month premium as earned revenue once the policy has been in force for 60 days

b. One-quarter of the premium is earned for expenses and claims, while the remaining unearned portion is held in trust

c. The insurer must hold 100% of the premium in trust until the policy expires without deducting any operating costs

d. The insurer has no fiduciary responsibility for unearned premiums because only brokers act as fiduciaries

17. Unless otherwise agreed or bound immediately by an authorized broker, at what exact time does a property insurance policy take effect under the Insurance Act, and how long does the removal clause cover property moved to protect it from an insured peril?

除非另有约定或由有承保权限的经纪人当即绑定，按《Insurance Act》规定，财产保单在什么确切时刻生效？搬移条款（Removal Clause）对为躲避承保危险而搬离的财产提供多长时间的保障?

a. 12:01 p.m. Local Time at the insurer's head office; covered at the unnamed location for a flat period of 15 days

b. 12:01 a.m. Standard Time at the named insured's address; covered for 7 days or the unexpired term, whichever is shorter

c. 12:01 a.m. Standard Time at the location of the insured risk; covered at the unnamed location for a flat period of 30 days

d. 12:00 midnight Daylight Saving Time at the broker's office; covered at the unnamed location until the peril has subsided

17′. Hannah carries $120,000 of property coverage on her home contents, and her policy expires in 4 days. When a nearby wildfire threatens her street, she moves half her furniture to a rented storage unit in another town. The wildfire causes $95,000 of damage to the contents left at her home. How does the removal clause apply to the furniture in the storage unit?

Hannah 的家居财物保额为 120,000 加元，保单还有 4 天到期。当附近的山火威胁到她所在街道时，她把一半家具搬到了另一镇租用的储物仓。山火对留在她家里的财物造成了 95,000 加元的损失。搬移条款（Removal Clause）如何适用于储物仓里的家具?

a. It is covered at the storage unit for the remaining 4 days of the policy term, for up to the $25,000 limit left
b. It is covered at the storage unit for the full 7-day removal period, for up to the original $120,000 policy limit
c. It is not covered at all because the rented storage unit is an unnamed location not listed on the declarations page
d. It is covered for 7 days, just as if she had moved the furniture there temporarily to make room for home renovations

18. Which statement accurately describes the rules under the Insurance Act regarding limitation clauses, waiver, subrogation, or policy delivery?

关于《Insurance Act》下限额条款（Limitation Clauses）、弃权（Waiver）、代位求偿（Subrogation）或保单交付的规则，下列哪项陈述是准确的?

a. A broker may verbally waive a policy condition on behalf of the insurer if the insured reports a hardship before a loss
b. A delivered policy does not bind the insurer until the insured's initial premium payment has cleared the bank
c. A policy with a coinsurance or deductible clause must have a red-ink warning on its first page, or the clause is not binding
d. Under subrogation, the insurer may sue the negligent third party in the insurer's own corporate name before paying the insured's claim

18′. Marcus received his fire insurance policy in the mail three weeks ago, but he has not yet paid the premium invoice. Yesterday, a negligent repair contractor accidentally started a fire that damaged Marcus's workshop. How do the Insurance Act rules on policy delivery and subrogation apply?

Marcus 三周前收到了寄来的火险保单，但还没支付保费账单。昨天，一名疏忽的维修承包商意外引发火灾，烧毁了 Marcus 的工坊。《Insurance Act》关于保单交付和代位求偿（Subrogation）的规则如何适用?

a. The delivered policy binds the insurer despite the unpaid premium, and after paying the claim, it may sue in Marcus's name
b. The insurer may deny the fire claim because a delivered policy is not binding until the initial premium is paid in full
c. Marcus must first sue the negligent contractor himself, and the insurer only pays if the contractor proves to be insolvent
d. The insurer must pay the fire claim first, and then sue the contractor in the insurer's own name for double the loss amount

19. Under the Insurance Act provisions governing policies that insure against fire, which of the following losses is covered?

根据《Insurance Act》关于承保火的保单的规定，下列哪项损失是受保的?

a. A cashmere sweater is scorched while undergoing a heat-drying process inside a commercial dryer without catching fire
b. An antique ring accidentally knocked into a lit living-room fireplace is melted by the flames staying inside the hearth
c. A lightning strike destroys a restaurant's walk-in freezer motor, without any fire following the strike
d. An electrical power surge ruins a television set, and the resulting sparks ignite the living-room curtains and sofa

19′. By law, every policy insuring against the peril of fire must provide coverage for three mandatory perils, subject to four statutory exclusions. Which statement accurately reflects these rules?

根据法律规定，每一份承保火灾危险的保单都必须承保三项法定必保危险，并适用四项法定除外。下列哪项陈述准确反映了这些规则?

a. It must cover fire, windstorm, and every type of mechanical or chemical explosion that occurs on the insured property during the policy term
b. It covers fire, lightning, and natural, coal, or manufactured gas explosion, excluding lightning damage to electrical devices unless fire ensues
c. It covers damage caused by both friendly fires contained in a hearth and hostile fires, provided that actual ignition and flame take place
d. If an electric iron overheats and sets fire to an ironing board and the kitchen wall, the entire loss including the kitchen wall is excluded

20. Under the Statutory Conditions, which of the following statements regarding Material Change (Condition 4) or Termination of Insurance (Condition 5) is CORRECT?

根据法定条件（Statutory Conditions），下列关于重大变更（条件 4）或保险终止（条件 5）的陈述中，哪一项是正确的?

a. A clothing store that hosts a one-day outdoor charity barbecue in its parking lot has made a material change that voids coverage if not reported

b. When an insured requests immediate termination of a policy before expiry, the insured forfeits any right to a refund of the unearned premium

c. An insurer may cancel by giving 15 days' notice by registered mail or 5 days' personal written notice, with a pro rata refund of unearned premium

d. Once an insured promptly notifies the insurer of a material change, the insurer must continue the policy without charging any additional premium

20′. Victor converts his detached residential garage into a full-time commercial woodworking shop and promptly notifies his property insurer in writing. Under Statutory Condition 4 (Material Change), what options does the insurer have?

Victor 把自家独立车库改造成全职商业木工坊，并及时书面通知了他的财产保险公司。根据法定条件 4（重大变更 Material Change），保险人有哪些选择?

a. The insurer may only cancel the policy by giving 30 days' personal written notice and retaining a short-rate cancellation penalty

b. The insurer may cancel and return the unearned premium, or give written notice of the extra premium that Victor must pay within 15 days

c. The insurer must keep the policy in force at the original residential rate until the current annual policy period expires at renewal

d. The insurer may alter the wording of Statutory Condition 4 with Victor's signed written consent in order to exclude woodworking fires

21. Following an insured fire loss, which statement is TRUE under Statutory Conditions 6 through 15?

在发生受保火灾损失后，根据法定条件（Statutory Conditions）第 6 至 15 条，下列哪项陈述是正确的?

a. If the insurer proves the insured intentionally claimed a nonexistent laptop in the proof of loss after a fire, it may deny the entire claim

b. If the insured is dissatisfied with the insurer's settlement offer, the insured may immediately abandon the damaged property to the insurer without consent

c. If the insurer chooses to rebuild rather than pay cash, it must notify the insured in writing within 60 days after the fire

d. Any lawsuit against the insurer for recovery of an unpaid fire claim must be started within 90 days after the proof of loss is delivered

21′. After a warehouse fire, the insured submits a verified proof of loss on May 1. Under the exam rules for the Statutory Conditions, what are the statutory deadlines for payment, election to repair, and starting legal action?

仓库失火后，被保险人于 5 月 1 日提交了经核实的损失证明（Proof of Loss）。按法定条件（Statutory Conditions）的考试口径，付款、选择修复重置以及提起诉讼的法定期限分别是什么？

a. Payment within 30 days of the loss; written notice to repair within 15 days and work begun within 30 days of the loss; lawsuit within 2 years of proof of loss

b. Payment within 45 days of proof of loss; written notice to repair within 60 days and work begun within 90 days of proof of loss; lawsuit within 6 months of the loss

c. Payment within 60 days of proof of loss; written notice to repair within 15 days and work begun within 45 days of proof of loss; lawsuit within 1 year of proof of loss

d. Payment within 60 days of proof of loss; written notice to repair within 30 days and work begun within 45 days of proof of loss; lawsuit within 1 year after the loss occurs

第 4 章 · 保险流程：投保到理赔 行业与监管

带 ′ 的是同一考点的变式题：主题题做错时再做它。

22. Nearly half of all errors and omissions (E&O) claims brought against insurance brokers arise from the same primary cause. Which of the following situations is an example of that primary cause?

针对保险经纪人提出的错误与遗漏（E&O）索赔中，有近一半源于同一个主要原因。下列哪种情况属于这一主要原因的例子?

a. Failing to inform a homeowner client about key policy exclusions, leaving the client without the coverage needed for a loss.
b. Breaching the terms of the brokerage agreement by binding a risk that exceeded the brokerage's authority limit.
c. Making a clerical error when processing a policy renewal notice for an existing commercial client.
d. Misdescribing the construction details of an insured building when submitting the application to the insurer.

22′. Which of the following is the single largest source of errors and omissions (E&O) claims against insurance brokers, accounting for almost half of all such claims?

在针对保险经纪人的错误与遗漏（E&O）索赔中，下列哪一项是占近一半比例的最大来源?

a. Delays in processing policy endorsement requests submitted by policyholders during the policy term.
b. Violating the conditions set out in the brokerage agreement signed with the insurer.
c. Inadequate coverage, such as failing to arrange coverage in time or giving wrong advice on its availability.
d. Making administrative errors during policy cancellation or renewal notice procedures for existing clients.

23. Under the rules tested on the exam regarding errors and omissions (E&O) liability and insurance, which statement is correct?

按照考试所依据的错误与遗漏（E&O）责任及保险标准，下列哪项陈述是正确的?

a. Every individual staff member working in a brokerage must purchase a separate personal E&O policy to be protected against client claims.
b. A client who suffers a loss because a broker failed to use reasonable skill, care and diligence can bring an E&O claim against the broker and brokerage.
c. Because the broker is a legal party to the insurance contract, an E&O claim is filed directly under the client's property insurance policy.
d. A broker fulfills the legal standard of reasonable skill, care and diligence simply by finding the policy with the lowest possible premium.

23′. Under the rules tested on the exam, why do individual employees working inside an insurance brokerage not need to purchase their own separate errors and omissions (E&O) insurance policy?
根据考试考试口径，为什么在保险经纪行内部工作的个人员工不需要自己单独购买一份错误与遗漏（E&O）保险?

a. Because individual brokers cannot be named in an E&O claim if a client suffers a financial loss.
b. Because the insurer whose policy was sold is legally required to pay for all broker negligence.
c. Because the standard of reasonable skill, care and diligence applies only to brokerage owners, not staff.
d. Because the E&O policy purchased by the brokerage covers all staff members working for that brokerage.

24. While reviewing a commercial application, an underwriter contacts the claims department to check whether the applicant's previous loss claims showed any suspicious circumstances or inflated amounts, and also looks into the applicant's financial condition. Which factor is the underwriter investigating?
在审核一份商业险投保单时，核保人联系理赔部门核实申请人以往的赔案是否有可疑之处或虚报金额，并调查申请人的财务状况。核保人正在调查哪一类因素?

a. Physical hazard, because past claim amounts show how well the building structure withstands insured perils.
b. Occupancy hazard, because previous claims reflect the type of business activity conducted on the premises.
c. Moral hazard, which involves subjective traits like financial condition, character, and indifference to loss.
d. Housekeeping hazard, which measures whether the applicant maintains clean and orderly premises over time.

24′. A shop owner leaves flammable waste piled near equipment and refuses to fix safety issues, remarking, "Why bother spending money on prevention when the insurance policy will pay for everything anyway?" Under the rules tested on the exam, how is this attitude classified?
一位店主把易燃废料堆在设备旁且拒绝整改安全隐患，还说：「反正保单什么都会赔，干嘛还要花钱防损？」考试把这种态度归为哪一类?

a. Moral hazard, because an attitude of indifference to loss stems from the applicant's personal character.
b. A peril, because the owner's carelessness is the direct event that destroys the property.
c. Structural physical hazard, because the attitude directly alters the construction type of the building.
d. An easily visible condition that requires no investigation into the applicant's character.

25. Which statement accurately describes an insurance company underwriter and the primary function of underwriting?

下列哪项陈述准确描述了保险公司核保人以及核保的首要职能?

a. An underwriter is a licensed independent intermediary whose primary function is calculating personal lines premiums for clients.

b. An underwriter is an unlicensed insurer employee whose primary function is selecting risks that are likely to be profitable.

c. An underwriter is a government regulator whose primary function is issuing renewal certificates and policy cancellation notices.

d. An underwriter is a brokerage employee whose primary function is inspecting damaged property and settling policyholder claims.

25′. When an underwriter reviews loss experience data as one of the four main sources of underwriting information for a class of business, over what time period is that loss history typically examined?

当核保人将「损失经验数据」作为四类主要核保信息源之一来评估某类业务时，通常查看过去多长时间的赔付历史?

a. The past 3 to 5 years of claims paid compared with premiums collected for that class of risk.

b. Only the single most recent policy term of the individual applicant.

c. Every single policy year since the insurer was first established, maintained by independent adjusters.

d. The first 30 calendar days after a brokerage submits a new application.

26. A local furniture store owner asks two brokerages for quotes on a complex commercial insurance package. Who calculates the premium rates for this risk, and how many decision options does the underwriter have when evaluating the submission?

一位本地家具店店主请两家经纪行就一份较复杂的商业保险方案报价。这类风险由谁来计算保费费率？核保人在评估该投保申请时共有几种决定可选?

a. The broker calculates the rates using a personal lines rate manual, and the underwriter chooses from four decisions.

b. The broker calculates the rates using a tear-off rating sheet attached to the application, and the underwriter chooses from three decisions.

c. An independent adjuster sets the commercial rates after an inspection, and the underwriter chooses from five decisions.

d. The insurer's underwriter calculates the rates for complex commercial risks, and chooses from five underwriting decisions.

26′. After reviewing an application for a workshop with minor housekeeping issues, an underwriter decides not to reject the risk outright. Along with refusing the risk or accepting it as submitted, which of the following completes the five possible underwriting decisions?

在审核一家存在轻微内务管理问题的车间投保单后，核保人决定不直接拒保。除了拒保和按递交条件原样接受外，下列哪一项完整列出了其余三种核保决定？

a. Accepting with a lower premium, waiving the deductible, or transferring the risk to an independent adjuster.

b. Accepting at an increased rate, accepting with an increased deductible, or accepting subject to certain conditions.

c. Issuing a renewal certificate, sending a cancellation notice, or delegating rating to the client.

d. Requiring the broker to co-insure the loss, freezing the rate, or filing an E&O claim.

27. A policyholder calls the brokerage to report a very minor property loss, and around the same time a severe windstorm creates more claims than the insurer's internal staff can handle. How should the brokerage and the insurer respond?

一位保单持有人致电经纪行报告一宗非常轻微的财产损失；几乎同一时间，一场猛烈风暴产生了大量索赔，超出了保险公司内部员工的处理能力。经纪行和保险公司应当如何应对？

a. The brokerage should treat even a minor report seriously and notify the insurer if it may be covered; the insurer can use independent adjusters when short-staffed.

b. The brokerage should dismiss minor reports to protect the client's loss experience data, and the insurer must use only company adjusters for storm claims.

c. The brokerage's underwriter must settle the minor claim directly, while field representatives adjust all storm losses.

d. The policyholder must always bypass the brokerage to hire an independent adjuster first, because company adjusters only handle commercial risks.

27′. In the standard claims process, when would an insurer typically assign an independent adjuster rather than a company adjuster to handle a loss?

在标准理赔流程中，保险公司通常在什么情况下会指派独立理赔人而不是公司理赔人来处理损失？

a. For every routine claim, because company adjusters are not permitted to deal directly with policyholders.

b. Only when a client files an E&O claim against the brokerage for inadequate coverage.

c. When the insurer lacks sufficient internal staff in that area or when the claim requires specialized expertise.

d. Whenever the broker exercises authority as a first line underwriter to reject the claim.

28. A broker learns unfavorable details about a client's operations while completing an application, but considers leaving those details out so the client will not take their business to a competitor. What is the broker's obligation in this situation?

一位经纪人在填写投保单时了解到客户经营中的不利细节，但为了防止客户转投竞争对手，考虑把这些细节隐去。在此情况下，经纪人的义务是什么？

a. Omit the unfavorable details, because a broker's primary duty is to the client and the broker owes no obligation to the insurer.

b. Disclose the information only if the broker is an agent representing a single company, since brokers representing multiple companies are exempt.

c. As a first line underwriter, tell the truth about the risk submitted and never withhold or conceal important information from the insurer.

d. Wait until a loss occurs and let the independent adjuster uncover the details during the claims investigation.

28′. Although the industry often refers to all insurance salespeople as brokers, what are the two legal distinctions between an agent and a broker under the rules tested on the exam?

尽管行业里习惯把所有保险销售人员都统称为 broker，但按考试口径，代理人（agent）与经纪人（broker）在法律上的两点区别是什么？

a. An agent is a direct party to the insurance contract, whereas a broker is an unlicensed employee hired by the policyholder.

b. An agent's main duty is to the insurer and usually for one company; a broker's main duty is to the client across multiple insurers.

c. An agent owes a duty of honesty only to the insurer, whereas a broker owes a duty of honesty only to the policyholder client.

d. An agent handles only complex commercial policy rating, whereas a broker handles only loss adjusting after a claim occurs.

第 5 章 · 财产险保单的共同特征 财产险与责任

带 ′ 的是同一考点的变式题：主题题做错时再做它。

29. Dr. Lin is the sole owner of a dental clinic whose specialized sterilizing autoclave is destroyed by a covered peril. On the policy declarations page, dental equipment is insured for a limit of $5,000 with a $500 deductible. Supplier quotes supplied by Dr. Lin show that a new autoclave of like kind and quality costs $9,000, and the adjuster calculates $3,000 in depreciation based on its normal life expectancy and condition. Under an actual cash value (ACV) settlement basis, how much will the insurer pay?

林医生独资拥有一家牙科诊所，诊所内一台专用高压灭菌器因承保风险被毁。在保单声明页上，牙科设备的保额为 $5,000，免赔额为 $500。林医生提供的供应商报价显示同类同质的新灭菌器价格为 $9,000，理赔人根据其正常寿命和状况核定折旧为 $3,000。在实际现金价值（ACV）赔付基础下，保险公司将赔付多少?

a. $6,000

b. $4,500

c. $5,000

d. $9,000

29′. Marcus owns a custom glassblowing furnace that is destroyed when the studio roof collapses under snow load. When the adjuster determines the actual cash value (ACV) of the furnace under the policy's indemnity agreement, which rule applies to the valuation?

马库斯拥有一座定制玻璃吹制窑炉，在工作室屋顶被积雪压塌时全毁。当理赔人根据保单赔偿协议核定该窑炉的实际现金价值（ACV）时，适用下列哪项定损规则?

a. The adjuster must include the furnace's future investment value and sentimental value when calculating replacement cost before subtracting depreciation.

b. The insurer bears the legal burden of proving replacement cost through supplier quotes, and depreciation is deducted from the original purchase price.

c. The settlement is always fixed at the full policy limit shown on the declarations page, regardless of the insured's actual financial interest in the property.

d. The insured must prove replacement cost, and the adjuster deducts depreciation based on condition, obsolescence, resale value, and normal life expectancy.

30. Clara's bicycle repair shop building is damaged by a covered peril. Her commercial property policy includes an IBC 4005 replacement cost endorsement. It would cost $10,000 to rebuild the damaged structure with new materials of like kind and quality, whereas accumulated depreciation is $4,000. In which of the following situations will the insurer settle Clara's loss for the full $10,000 replacement cost (less the deductible) rather than the $6,000 actual cash value (ACV)?

克拉拉的自行车修理店建筑因承保风险受损，其商业财产险保单附有 IBC 4005 重置成本批单。用同类同质新材料重建受损结构需花费 $10,000，累计折旧为 $4,000。在下列哪种情形下，保险公司会按全额 $10,000 重置成本（扣减免赔额后）而非 $6,000 实际现金价值（ACV）向克拉拉理赔?

a. Clara decides not to rebuild the damaged shop structure and requests an immediate cash settlement to buy a mobile repair van instead.
b. Clara acts promptly to rebuild the bicycle shop in another city where retail customer demand for repairs is significantly higher.
c. Clara promptly rebuilds on the same lot and completes the work, after construction start was delayed by municipal approval of drawings.
d. Clara submits a claim under the IBC 4005 endorsement for her damaged retail stock of new bicycles held for sale inside the building.

30′. David's music academy carries commercial property insurance with an IBC 4005 replacement cost endorsement. After a covered water loss, David submits claims for several damaged items. Which item is INELIGIBLE for replacement cost settlement and must be handled on another valuation basis?

大卫的音乐学院投保了附有 IBC 4005 重置成本批单的商业财产险。在一场承保的水损事故后，大卫就多项受损财物提交索赔。其中哪一项不符合重置成本赔付条件，必须按其他估值基础处理?

a. Retail stock of music books held for sale, and an old amplifier already replaced before the loss and left unused in storage.
b. Damaged acoustic studio walls that are promptly repaired on the same site using new building materials of like kind and quality.
c. An active digital mixer whose exact model is discontinued, replaced promptly with the closest new model performing the same function.
d. A damaged recital hall roof whose reconstruction on the same site is completed after a brief delay caused by municipal permit review.

31. Priya's veterinary clinic building is completely destroyed by a covered natural gas explosion. At the time of the loss, the building has an actual cash value (ACV) of $400,000, a policy limit of $350,000 shown on the declarations page, and an outstanding mortgage balance of $200,000 held by a trust company under a Standard Mortgage Clause. Disregarding any deductible, how much is Priya personally entitled to collect from the insurer?

普里亚的宠物医院建筑在一场承保的天然气爆炸中全毁。出险时，该建筑的实际现金价值（ACV）为 $400,000，声明页上的保额为 $350,000，并有一笔由信托公司持有、受标准按揭条款保护的 $200,000 未偿还按揭余额。不考虑免赔额，普里亚本人有权从保险公司领到多少赔款?

a. $400,000

b. $350,000

c. $200,000

d. $150,000

31′. Sophia borrows $60,000 from a private lender to buy a floral shop building, and her property policy includes an IBC 3000 Standard Mortgage Clause. Unbeknownst to the lender, Sophia misrepresents a material fact on her insurance application, and a covered fire later destroys the shop. How does the Standard Mortgage Clause govern this situation?

索菲亚向一位私人放贷人借款 $60,000 购买花店建筑，其财产险保单包含 IBC 3000 标准按揭条款。在放贷人不知情的情况下，索菲亚在投保申请时对重要事实作了不实陈述，随后一场承保火灾烧毁了花店。标准按揭条款如何处理这一情况?

a. Neither Sophia nor the private lender can collect under the policy, because only chartered banks and trust companies qualify as mortgagees under the clause.

b. The insurer may deny Sophia's claim, but must still pay the lender up to its $60,000 insurable interest and then acquires subrogation rights against Sophia.

c. The insurer may immediately cancel the policy without giving statutory notice to the private lender once Sophia's misrepresentation on the application is discovered.

d. The insurer is legally responsible for delivering the certified copy of the policy to the private lender, failing which Sophia's misrepresentation is excused.

32. Victor's woodworking studio is insured under a commercial property policy containing an express warranty that an automatic dust-extraction system will be maintained in working order. Victor disconnects the dust extractor for a week, but on Sunday while the studio is closed and no woodworking is occurring, a lightning strike on the roof causes a fire in the front lobby. Under standard exam rules, how does Victor's breach of warranty affect his fire claim?

维克多的木工坊投保了商业财产险，保单中有一条明示保证，要求自动除尘系统保持正常运转状态。维克多将除尘器断开了整整一周，但在周日木工坊歇业、未进行任何木工作业时，雷击屋顶引发前厅起火。按照考试口径，维克多违反保证的行为对他的火灾索赔有何影响?

a. The insurer may deny the claim, because breaching a warranty removes coverage whether or not the breach had any connection to the loss.
b. The insurer must pay the claim, because breaching an express warranty allows claim denial only when the breach directly causes the fire loss.
c. The insurer must pay the claim, because express warranties are legally enforceable only in automobile and accident and sickness insurance policies.
d. The insurer must pay the claim, subject only to deducting double the standard $500 commercial policy deductible from the final settlement.

32′. Hannah is reviewing the conditions and warranties section of a property policy for her licensing exam. Under standard exam rules, which statement accurately describes statutory conditions, policy conditions, and warranties?

汉娜正在为牌照考试复习财产险保单中的条件与保证章节。按照考试口径，下列哪项准确描述了法定条件、保单条件与保证?

a. Statutory conditions are drafted individually by property insurers to manage risk, whereas policy conditions are enacted directly by provincial statute.
b. A breach of warranty removes coverage only when it directly triggers the loss, whereas breaching any policy condition removes coverage regardless of cause.
c. Statutory conditions apply to fire property, accident and sickness, and auto policies, and conditions set duties the insured must follow or refrain from.
d. Warranties do not require strict compliance by the policyholder as long as the insured agrees to pay a higher deductible when a loss claim is submitted.

33. Nora is explaining the nine standard property exclusions to a client who owns both a home and a small accounting office. Under a typical property insurance policy, which of the following items is NOT excluded as a standard property exclusion?

诺拉正在向一位同时拥有住宅和小型会计师事务所的客户解释九项标准除外财产。在典型的财产险保单下，下列哪一项不属于标准除外财产?

a. Paper currency in a desk drawer, corporate securities, and client books of account.
b. A personal automobile, a motorized pleasure boat, and a small private aircraft.
c. A dwelling left continuously vacant for 15 consecutive days while the owner travels.
d. Written evidences of debt or title kept inside the accounting office filing cabinet.

33′. Even an "all risks" property policy excludes nine common perils unless special coverage is purchased. Which of the following losses is caused by a peril that is generally COVERED rather than excluded under a standard property policy?

即使是“一切险”财产保单，除非另行加购保障，否则也会除外九项共同风险。下列哪项损失是由标准财产险保单通常承保（而非除外）的风险引起的?

a. Basement damage caused by municipal sewer back-up and overland floodwaters.

b. A wooden gable shattered and set ablaze by a direct lightning strike during a summer storm.

c. Extra reconstruction expenses required to comply with a municipal building by-law.

d. Greenhouse glass fouled by smoke from agricultural smudging and steel frames weakened by gradual rust.

34. A fire breaks out inside the kiln room of Arthur's ceramics studio. Firefighters extinguish the blaze, leaving several forms of damage. Assuming Arthur carries only a standard property insurance policy with no additional endorsements, which resulting loss is an uncovered indirect loss?

亚瑟的陶艺工作室窑房内发生火灾。消防员扑灭大火后留下了多处损失。假设亚瑟只投保了未附加任何批单的标准财产险保单，下列哪项损失属于不予承保的间接损失?

a. Water damage to pottery glazes and shelving in the next room caused by the firefighters' hoses.

b. Business profits lost while the studio stays closed for repairs and cannot fulfil customer orders.

c. Roof framing chopped open by firefighters' axes to vent intense heat and smoke.

d. Heat blistering and smoke staining on the walls of the adjoining display gallery that never caught fire.

34′. A brief electrical fire on an outdoor mast burns the power cable feeding Grace's commercial cheese warehouse, cutting off electricity while the warehouse is closed for three days. When Grace reopens, the power cable is charred and all refrigerated cheese stock has spoiled. Under her unendorsed commercial property policy, what is covered?

户外电杆上的一场短暂电气火灾烧毁了通往格蕾丝商业奶酪仓库的电缆，导致仓库在歇业三天期间断电。格蕾丝重新开门时，电缆已烧焦，冷藏库内的全部奶酪存货均已变质。在她未加批单的商业财产险保单下，哪些损失受保?

a. Only the direct fire damage to the power cable feeding the warehouse, not the spoiled cheese stock.

b. Both the charred power cable and the spoiled cheese stock, because the fire started the chain of events.

c. Only the spoiled cheese stock, because commercial property policies automatically cover freezer spoilage.

d. The spoiled cheese stock plus the lost wholesale revenue from the three-day closure.

35. Liam owns a matched pair of antique silver candlesticks insured for $2,000. After a burglary in which thieves take one candlestick and leave the other behind on the mantel, Liam submits a claim for the full $2,000, arguing that a single candlestick no longer forms a pair. Under the pair and set rule, how will the insurer settle this claim?

利亚姆拥有一对保额为 $2,000 的配套古董银烛台。窃贼入室盗走其中一只烛台，另一只留在壁炉架上完好无损。利亚姆以单只烛台无法成对为由按全额 $2,000 提交索赔。根据成对成套规则，保险公司将如何理赔?

a. Pay the claimed amount for the pair minus the value retained by the remaining candlestick.
b. Pay the full $2,000 without deduction, because breaking a matched pair destroys its utility.
c. Deny the entire claim for fraud because Liam claimed $2,000 while still keeping one candlestick.
d. Pay $3,000 to compensate for both the pair's value and the sentimental loss of the set.

35′. In Elena's commercial print shop, a falling beam cracks a single replaceable roller assembly inside a multi-part binding machine, and vandals ruin one corner panel of a sectional lobby floor covering that originally cost $3,000 for the whole room. Under the parts rule, what is the insurer obligated to pay?

在埃琳娜的商业印刷店里，一根掉落的横梁砸裂了一台多部件装订机内部的一个可更换滚轴组件，同时蓄意破坏者毁坏了整屋原价 $3,000 的大堂拼接地垫的一角。根据部件规则，保险公司有义务赔付什么?

a. The full replacement cost of the entire multi-part binding machine and the entire $3,000 floor covering.
b. The retail price of the damaged component alone, excluding any labour cost required for its installation.
c. A flat 2.5% allowance of the total commercial policy limit to cover minor component and flooring damage.
d. The value of the damaged component plus installation costs, without replacing the whole machine or floor.

第 6 章 · 住宅保险 财产险与责任

带 ′ 的是同一考点的变式题：主题题做错时再做它。

36. Marcus is the sole named insured on an IBC Homeowners Form. Which of the following individuals would have their personal property covered under Marcus's policy at the time of a fire loss?

Marcus 是 IBC 家主表上唯一的具名被保险人。在发生火灾损失时，下列哪一位的个人财产会受到 Marcus 保单的承保?

a. His wife, who moved into an apartment five months ago during a trial separation

b. His 23–year–old daughter, who is dependent on him and lives in residence while attending university full–time

c. His common–law partner, who moved in with him two years ago and with whom he has no natural or adopted children

d. A 19–year–old tenant who rents a basement suite in Marcus's home while working full–time at a local factory

36′. Elena is the sole named insured on a Homeowners policy. Following a burglary at her home, whose stolen belongings would qualify for coverage under the definition of the Insured?

Elena 是家主保单上唯一的具名被保险人。在她家发生入室盗窃后，根据被保险人（the Insured）的定义，谁被盗的物品符合承保资格?

a. Her partner, who has lived with her continuously for 18 months and is the adoptive co–parent of their child

b. Her 22–year–old foster son, who lives in her home and works full–time at a local warehouse while saving for school

c. Her brother, who lives across town in a rented apartment and stored his winter clothing in Elena's basement

d. A full–time university student who pays Elena monthly rent to board in a spare bedroom during the school year

37. Under the Extensions of Coverage in an IBC Homeowners policy (with a $500 policy deductible), which of the following claims is payable and for what amount?

在免赔额为 $500 的 IBC 家主保单「扩展保障（Extensions of Coverage)」下，下列哪一项索赔可以获得赔付，且赔付金额是多少?

a. The insured loses her house keys at a shopping mall and pays $350 to replace the exterior door locks; the insurer pays $350
b. A house pet accidentally pulls the power cord of a garage freezer from the wall outlet, spoiling $1,200 of meat; the insurer pays $1,200
c. The compressor motor in the insured's basement freezer suffers a mechanical breakdown, spoiling $1,400 of food; the insurer pays $1,400
d. The home's heating furnace breaks down in January and indoor tropical plants worth $800 freeze to death; the insurer pays $300

37′. A burglar steals a handbag containing the insured's house keys. The police are notified, and the locks are rekeyed at a cost of $420. If the Homeowners policy has a $500 deductible, how is this claim settled?

窃贼偷走了装有被保险人家门钥匙的手提包。被保险人已报警，并花费 $420 重新配锁。如果家主保单的免赔额为 $500，这项索赔如何结算?

a. Nothing is paid because the $420 rekeying expense falls below the $500 policy deductible
b. $420 is paid in full because no deductible applies to the Lock Replacement extension, up to $500
c. Nothing is paid because the extension only covers full lock replacement, not rekeying existing locks
d. $420 is paid only if the burglar actually used the stolen keys to enter the insured dwelling

38. After a kitchen fire, repairs to an older dwelling using materials of similar quality would cost $60,000. However, a recently enacted municipal building bylaw requires rewiring the entire house to a higher standard, adding $12,000 to the cost. How does a standard IBC Homeowners policy with Guaranteed Replacement Cost on the building respond?

厨房火灾后，用类似质量的材料修复一栋老住宅需要 $60,000。然而，新颁布的市政建筑法规要求按更高标准重新铺设全屋电线，增加了 $12,000 的费用。带有建筑保证重置成本（Guaranteed Replacement Cost）的标准 IBC 家主保单会如何理赔?

a. It pays $60,000, because neither Replacement Cost nor Guaranteed Replacement Cost covers increased costs from building bylaws
b. It pays $72,000, because Guaranteed Replacement Cost waives all policy limits and covers mandatory municipal bylaw upgrades
c. It pays $60,000 plus up to an additional 5% of the Coverage A limit to cover mandatory municipal building bylaw upgrades
d. It pays the Actual Cash Value of $72,000 unless the mandatory rewiring is completed within 90 days of the kitchen fire

38′. Following a theft loss, an insured chooses to take an immediate Actual Cash Value (ACV) settlement for 100 stolen music CDs rather than replacing them right away. Under the IBC Homeowners Basis of Claim Payment, what right does the insured retain?

发生盗窃损失后，被保险人选择对被盗的 100 张音乐 CD 先拿实际现金价值（ACV）结算，而不是立即买回。在 IBC 家主表的赔付基础下，被保险人保留什么权利?

a. No further right, because electing an immediate ACV settlement permanently waives replacement cost coverage on the stolen items
b. The right to replace the CDs within 30 days of the loss and claim the difference between ACV and replacement cost
c. The right to repair or replace the CDs within 180 days of the loss and claim the difference between ACV and replacement cost
d. The right to claim replacement cost even without buying new CDs, provided proof of loss is filed within 90 days of the theft

39. A fire in the insured's home destroys a $6,000 fur coat and a $7,000 garden-type tractor. Assuming a single $500 deductible applies to the occurrence and Coverage C is $180,000, what is the maximum amount payable for these two items combined?

被保险人家中的一场火灾烧毁了一件价值 $6,000 的皮草大衣和一台价值 $7,000 的园艺型拖拉机。假设此次事故适用一次 $500 的免赔额，且 Coverage C 保额为 $180,000，这两件物品合计最高可获赔多少?

a. $7,000, because the fur coat is capped at the $2,000 special limit and the garden tractor is capped at the $5,000 special limit
b. $10,500, because the $500 policy deductible is subtracted from the $5,000 tractor special limit after the cap is applied
c. $12,500, because the special limits of insurance only apply to theft losses and never apply when items are destroyed by fire
d. $11,000, consisting of $6,000 in full for the fur coat and $5,000 for the garden tractor after the deductible and special limit

39′. An insured consultant's $3,000 business laptop is stolen from her hotel room while attending a conference in Calgary. In a separate burglary at her home in Vancouver, thieves steal a home desktop computer worth $4,000 and commercial software worth $3,200. Ignoring the deductible, how does Coverage C respond to these losses?

一位投保顾问价值 $3,000 的营业用手提电脑在卡尔加里开会住酒店时被盗。在温哥华家中的另一起入室盗窃中，窃贼偷走了价值 $4,000 的家用台式电脑和价值 $3,200 的商用软件。不考虑免赔额，Coverage C 如何赔付这些损失?

a. Pays $2,000 for the business laptop in Calgary, $4,000 for the home desktop, and $2,500 for the software

b. Pays $0 for the business laptop away from the premises, $4,000 for the home computer hardware, and $2,500 for the software

c. Pays $0 for the business laptop, $2,500 for the home computer hardware, and $2,500 for the commercial software

d. Pays $3,000 for the business laptop under temporary removal, $4,000 for the hardware, and $3,200 for the software

40. In January, the insureds leave their heated home for a 10-day vacation without shutting off the water supply or draining the pipes. Which statement accurately describes coverage for water damage caused by frozen pipes under an IBC 1151 Basic Form?

一月份，被保险人离开有供暖的住宅去度 10 天假，既没有关断水源也没有排空水管。在 IBC 1151 基本表下，下列哪项陈述准确描述了水管冻裂造成水损的承保情况?

a. The loss is covered on Day 8 if a competent person had been arranged to enter the house daily to ensure heating was maintained, even without prior notice

b. The loss is excluded on Day 3 of the trip because the insureds planned to be away from the dwelling for more than 4 consecutive days during the heating season

c. The loss is covered on Day 7 provided a neighbour checked the house every second day and the insurer was notified in writing before the insureds' departure

d. The loss is covered if the frozen pipe is in an unheated detached garage, provided a competent person checked the main heated dwelling every single day

40′. A family is permanently transferred to another province and moves out of their home on May 1, leaving several rooms of furniture behind while trying to sell the house. No new occupant moves in. On May 10, vandals break several windows and smash a bathroom sink, causing water damage. Under an IBC 1151 policy, how is this claim handled?

一家人被永久调往外省，于 5 月 1 日搬出住宅，在卖房期间留下了几个房间的家具，且没有新住户搬入。5 月 10 日，破坏分子砸碎了几扇窗户并砸烂浴室洗手盆导致水损。在 IBC 1151 保单下，这项索赔如何处理?

a. Covered in full, because leaving several rooms of furniture inside means the dwelling is considered unoccupied rather than vacant
b. Covered in full, because the vandalism and water damage occurred on Day 10, well within the 30–consecutive–day vacancy grace period
c. Only the broken windows are covered, because glass breakage remains insured for the first 30 consecutive days after the home becomes vacant
d. Denied in full, because coverage for vandalism, water damage, and glass breakage ceases immediately when the dwelling becomes vacant

41. While backing out of his driveway, an insured accidentally hits his attached garage door and also crushes his own bicycle that was leaning against the inside wall of the garage. Under an IBC 1153 Broad Form, which part of this loss is covered?

被保险人在倒出自家车道时，意外撞坏了附着车库的门，同时压扁了靠在车库内墙上的自家自行车。在 IBC 1153 阔表（Broad Form）下，这次损失的哪一部分受保?

a. Both the garage door and the bicycle are covered, because the 1153 Broad Form provides All Risks coverage on both building and personal property
b. Neither is covered, because impact by a land vehicle driven by an insured is excluded across all three IBC Homeowners forms for buildings and contents
c. The garage door is covered under All Risks building coverage, but the bicycle is excluded under Named Perils contents coverage because an insured drove the vehicle
d. The bicycle is covered up to the $500 special limit under Coverage C, while the attached garage door is excluded because an insured drove the vehicle

41′. Smoke puffs back from a wood-burning living room fireplace, staining the living room sofa and curtains. Under which IBC Homeowners form(s) would the damage to the sofa and curtains be covered?

客厅烧木柴的壁炉倒灌冒烟，熏黑了客厅沙发和窗帘。在哪一张（或哪几张）IBC 家主表下，沙发和窗帘的损坏会得到赔付?

a. IBC 1155 Comprehensive Form only, because personal property is insured on an All Risks basis which does not exclude fireplace smoke
b. Both IBC 1153 Broad Form and IBC 1155 Comprehensive Form, because both forms upgrade personal property coverage to an All Risks basis
c. All three forms (1151, 1153, and 1155), because sudden and abnormal smoke from any domestic heating device is one of the 13 Named Perils
d. None of the three forms, because smoke puffing back from a wood-burning fireplace is a standard exclusion under every Homeowners policy

42. Under the Condominium Unit Owners Form, Loss Assessment coverage responds when the Condominium Corporation assesses unit owners for a shortfall in the corporation's insurance on collectively owned property. Which of the following is NOT a valid trigger for a Loss Assessment claim under the unit owner's policy?

在共管单元业主表（Condominium Unit Owners Form）下，当共管法团因共有财产保单赔付不足而向单元业主摊派差额时，损失分摊（Loss Assessment）保障会作出赔付。下列哪一项不是单元业主保单下损失分摊索赔的有效触发原因?

a. The Condominium Corporation's policy had inadequate limits of insurance to cover a fire in the common recreation room
b. The Condominium Corporation's policy applied a coinsurance penalty following windstorm damage to the common roof
c. The unit owner chose a large $10,000 deductible on her own Condominium Unit Owners policy and cannot pay it after a fire
d. The Condominium Corporation breached a policy condition, voiding its coverage for an explosion in the common lobby

42′. A condominium unit owner spent $15,000 upgrading the original builder–grade carpet in his unit to hardwood flooring. A burst water pipe destroys the flooring. How is coverage arranged between the Condominium Corporation's policy and the unit owner's Condominium Unit Owners Form?

一位共管单元业主花费 $15,000 将单元内开发商原装的地毯升级为硬木地板。一根爆裂的水管毁坏了地板。共管法团保单与业主的共管单元业主表之间如何划分保障?

a. The Condominium Corporation's policy covers the full $15,000 hardwood upgrade on a replacement cost basis because flooring is permanently attached to the building
b. The unit owner's policy covers the increased value under Unit Improvements and Betterments at replacement cost, while the corporation's policy covers original installations
c. The unit owner's policy covers both the unit's original purchase price and the $15,000 hardwood flooring upgrade under Coverage A on a replacement cost basis
d. The unit owner's Loss Assessment coverage pays for the $15,000 hardwood flooring inside his own unit on an Actual Cash Value basis, up to the $5,000 standard limit

第 7 章 · 商业财产保险 商业财产

带 ′ 的是同一考点的变式题：主题题做错时再做它。

43. A commercial tenant operates a retail clothing boutique in a leased unit and purchases custom wall panelling and recessed lighting installed by the previous tenant. Which category of a commercial property policy covers these items?

一名商业租户在租来的铺位经营服装精品店，并买下了前一任租户安装的定制护墙板和嵌入式灯具。商业财产保单中的哪一格承保这些物品?

a. Building, because the panelling and lighting are permanently attached to the structure

b. Equipment, because tenant's improvements made or acquired by a tenant are insured under equipment

c. Stock, because the decorative fixtures are used to display merchandise for sale to customers

d. Neither building nor contents, because improvements made by a prior tenant cannot be insured

43′. A company owns its office building and keeps several items on the premises: live palm trees in the indoor lobby, silk floral arrangements in the reception area, and lumber stored for a major structural addition. Which of these is insured under the building category?

一家公司拥有自己的办公楼，并在处所内放有几样物品：室内大堂里的活棕榈树、前台区域的丝绸插花，以及为大型结构加建而存放的木材。其中哪一项由建筑（building）这一格承保?

a. Both the live palm trees in the lobby and the silk floral arrangements in the reception area

b. The lumber stored on the premises for the upcoming major structural addition

c. The silk floral arrangements and the lumber, while live plants are always excluded

d. Only the live palm trees kept for decorative purposes inside the owner-occupied building

44. A commercial building has an actual cash value of $400,000 and is insured for $240,000 under a policy with an 80% co-insurance clause. If a covered fire causes a $60,000 partial loss, how much of the loss must the insured bear personally?

一栋商业建筑的实际现金价值（ACV）为 $400,000，在带有 80% 共保条款的保单下投保了 $240,000。如果承保火灾造成了 $60,000 的部分损失，被保险人自己必须承担多少损失?

a. $45,000, based on the ratio of insurance carried ($240,000) to the co-insurance requirement ($320,000)

b. $60,000, because carrying less than the required $320,000 voids coverage for partial losses

c. $15,000, representing the difference between the $60,000 loss and the $45,000 insurer payment

d. $80,000, representing the shortfall between the $240,000 limit carried and the $320,000 required

44′. A warehouse has an actual cash value of $600,000 and is insured for $360,000 subject to an 80% co-insurance clause. Following a windstorm that causes a $90,000 partial loss, how much must the insured absorb out of pocket?

一间仓库的实际现金价值（ACV）为 $600,000，在适用 80% 共保条款的保单下投保了 $360,000。一场风暴造成 $90,000 的部分损失后，被保险人必须自己掏腰包承担多少?

a. $22,500, because the insurer pays $67,500 and the insured bears the remaining balance
b. $67,500, which is the amount calculated by applying the co-insurance ratio to the $90,000 loss
c. $90,000, because the insured failed to carry the required $480,000 of insurance coverage
d. $5,000, because the co-insurance penalty is capped at the $5,000 waiver threshold

45. A furniture store carries $150,000 of stock insurance on inventory worth $300,000, subject to an 80% co-insurance clause. A minor fire destroys a display sofa worth $2,800. Ignoring any deductible, how will the insurer settle this claim?

一家家具店对价值 $300,000 的存货投保了 $150,000 的存货险，适用 80% 共保条款。一场小火烧毁了一张价值 $2,800 的展示沙发。忽略免赔额，保险人将如何理赔?

a. Pay the full $2,800, because the loss does not exceed the lesser of 2% of the policy limit or $5,000
b. Reduce the payment using the 80% co-insurance formula because the $150,000 limit is underinsured
c. Pay nothing, because the $2,800 loss is less than the $3,000 co-insurance threshold
d. Cap the payment at $2,500, which is the standard sub-limit for underinsured stock items

45′. Under the rules tested on the exam, what printing requirement applies to a commercial property policy containing a co-insurance clause, and what is the maximum loss eligible for the co-insurance waiver on a $400,000 policy limit?

按照考试所考的标准考试资料规则，含有共保条款的商业财产保单须满足什么印制要求？在保额为 $400,000 的保单下，可享受共保豁免的最高损失额是多少?

a. A warning stamped in red ink on the first page, and a maximum waiver threshold of $8,000
b. A warning printed on the back page, and a maximum waiver threshold of $4,000
c. A warning stamped in red ink on the first page, and a maximum waiver threshold of $5,000
d. No special warning is required for commercial policies, and a maximum waiver threshold of $5,000

46. A delivery company insures its building under the Commercial Building, Equipment and Stock Broad Form (IBC 4037). Which of the following losses is covered under this Broad Form but would NOT be covered under the Named Perils Form (IBC 4036)?

一家配送公司为其建筑投保了商业建筑、设备与存货广式表（IBC 4037）。下列哪项损失在该广式表下可获赔付，但在列名险表（IBC 4036）下不予赔付?

a. Water damage to the ground floor caused by the backing up of municipal sewers during a storm

b. Smoke damage to stock resulting from an industrial manufacturing operation inside the plant

c. The cost of redoing faulty roof framing workmanship discovered just before a heavy snowfall

d. Structural damage caused when a delivery van driven by the insured's employee hits the bay

46′. An underwriter is calculating the basic fire rate for a commercial property policy and adding a loading for Broad Form coverage. Which of the following factors is NOT one of the five underwriting factors used to determine the basic fire rate?

核保人正在计算一份商业财产保单的基本火险费率，并为广式表保障加上附加费（loading）。下列哪一项不属于决定基本火险费率的五个核保因素?

a. The occupancy of other tenants sharing the same commercial building

b. The total number of employees working on the premises and the firm's annual revenue

c. The distance to the nearest fire hall, fire hydrants, and automatic sprinkler systems

d. The frequency and severity of fire losses experienced over the past five years

47. A fire destroys all of a retailer's inventory, exhausting the entire $150,000 stock limit on the commercial property policy. The insured then incurs additional costs to haul away the burned stock debris. How does the standard debris removal clause respond?

一场大火烧毁了零售商的全部存货，用光了商业财产保单上全部 $150,000 的存货保额。随后被保险人又花了一笔额外费用清运烧焦的存货残骸。标准残骸清理条款将如何回应?

a. It pays the debris removal costs in full because debris removal is an automatic supplementary limit

b. It pays nothing under the stock item because the stock limit is exhausted and debris removal adds no extra limit

c. It transfers the unpaid stock debris removal expense to the unused portion of the building limit

d. It pays the debris removal costs but deducts that amount from the reinstated limit for the rest of the policy term

47′. A restaurant is required by its commercial property policy to maintain an automatic kitchen fire suppression system. Unknown to the insured, debris inside a pipe blocks the system before a grease fire breaks out. How does the protective safeguards provision apply?

一家餐馆按其商业财产保单要求须维护厨房自动灭火系统。在被保险人毫不知情的情况下，管道内的杂物在油脂起火前堵住了系统。防护系统条款对此如何适用?

a. Coverage remains in force because an unknown defect does not constitute a breach of the notification obligation
b. Coverage is automatically suspended from the moment the pipe becomes blocked regardless of knowledge
c. The insurer will pay the claim but exercise subrogation against the restaurant's business partner who cooked that day
d. The policy limit is permanently reduced by the amount of the fire claim unless an additional premium is paid

48. A store clerk walking to the bank with the daily cash deposit suffers a sudden fainting spell and falls unconscious on the sidewalk. A passerby takes the deposit bag while the clerk is unconscious. Which crime coverage responds to this loss?

一名店员带着每日现金存款走路去银行，途中突然晕倒，在人行道上失去知觉。一名路人在店员昏迷时拿走了存款袋。哪一种犯罪险可以赔付这笔损失?

a. Robbery insurance, because taking property while the custodian is unconscious meets the definition of robbery
b. Mercantile Stock Burglary insurance, because the deposit bag was unlawfully taken from the clerk
c. Commercial Property Broad Form (IBC 4037), because it automatically covers theft of business property
d. Valuable Papers and Records insurance, because bank deposit slips and currency are valuable records

48′. A merchant adds transit coverage for stock and leaves boxes of merchandise inside an unattended delivery van with a fully enclosed body. All doors are locked, but the driver leaves a side window slightly open for ventilation, and a thief reaches in to steal the boxes without leaving any marks. Is this loss covered?

一名商人为存货加保了运输途中保障，并将几箱货物留在无人看管的全封闭厢式货车内。所有车门均已锁好，但司机为了通风将侧窗留了一条缝，小偷伸手拿走了货箱且未留下任何痕迹。这笔损失赔吗?

a. Yes, because the delivery van has a fully enclosed body and all doors were locked
b. Yes, because the parked van qualifies as a temporary location outside the insured's control
c. No, unless the merchant also purchased Boiler and Machinery insurance for the delivery vehicle
d. No, because the Locked Vehicle Warranty requires closed windows, locked doors, and visible marks of entry

49. Shortly before its commercial property policy expires, a bakery suffers a covered fire that heavily damages its ovens. The bakery has a Business Interruption (Profits Form) endorsement with a 12-month indemnity period, and after reopening it experiences a drop in sales because regular customers switched to competitors during the closure. How will the Profits Form respond?

在商业财产保单即将到期前，一家烘焙店遭遇承保火灾，烤箱严重受损。该店附有 12 个月赔付期的营业中断（利润式 Profits Form）批单，且在重新开业后，由于关门期间老顾客流失到竞争对手那里，营业额出现下滑。利润式批单将如何赔付?

a. Coverage stops on the policy expiration date, paying only for the closure days prior to expiry
b. Coverage continues past policy expiry, but stops the exact day the ovens are repaired and the bakery reopens
c. Coverage is not limited by the policy expiration date and pays until income returns to pre-loss levels, up to 12 months
d. Coverage pays only the extra rent for a temporary oven and requires proof that doing so reduced the insurer's loss

49′. An insurance brokerage wants to ensure that if a fire destroys its office, it can immediately rent temporary quarters and lease computers at higher-than-normal cost so that operations never stop. Which coverage is specifically designed for this need?

一家保险经纪行希望确保万一办公室被大火烧毁，能够立即以高于平时的成本租用临时场所和电脑，使业务不中断。哪一种保障是专门为此需求设计的?

a. Business Interruption (Earnings Form), which pays lost net profit while the business shuts down
b. Extra Expense Insurance (IBC 4027), which pays the extra costs above normal to continue operating
c. Builder's Risk — Broad Form (IBC 4042), which covers temporary offices for up to 30 consecutive days
d. Installation Floater, which covers office computers while being leased after a catastrophe

第 8 章 · 法律责任原理 财产险与责任

带 ′ 的是同一考点的变式题：主题题做错时再做它。

50. A trainee broker is reviewing the sources of law used in Canadian provinces outside Quebec. Which of the following statements regarding common law and statute law is INCORRECT?
一名见习经纪人正在复习魁北克以外加拿大各省使用的法律渊源。下列关于普通法与成文法的陈述中，哪一项是不正确的?

a. Common law is based on the rule of precedent, meaning courts generally follow decisions made in previous similar cases.
b. Statute law is written law enacted by federal or provincial legislatures that is based on previous court precedents.
c. When a newly enacted statute conflicts with an earlier common law precedent on the same subject, the statute takes priority.
d. Most provinces used statute law to lower the age of majority from the common law standard of 21 to 18 or 19.

50′. During a licensing study session, four candidates compare how common law and statute law operate in British Columbia. Which candidate's statement is ACCURATE?
在一次考牌学习讨论中，四名考生比较了普通法与成文法在不列颠哥伦比亚省的运作方式。哪位考生的陈述是准确的?

a. Once a common law precedent is established by a court, a provincial legislature cannot override it by passing a statute.
b. Statute law can only be enacted by a legislature after courts have already established a line of precedent on the same issue.
c. Common law precedents set in previous cases can never be overturned by the courts even when social conditions have changed.
d. Written law enacted by parliament or a provincial legislature takes priority over any conflicting common law precedent.

51. To succeed in a civil action for a tort, the plaintiff must establish three essential elements. Which of the following is NOT one of those required elements?
要在侵权民事诉讼中胜诉，原告必须证明三个基本要素。下列哪一项不属于这些必备要素?

a. The defendant owed a moral duty to the plaintiff to act with conscience and goodwill.
b. The defendant breached a legal duty owed to the plaintiff through an act or omission.
c. The plaintiff suffered actual injury or damage as a direct result of the defendant's breach.
d. The defendant's breach was the proximate cause of the loss without an intervening main cause.

51′. After slipping on icy steps outside a bakery, a courier breaks an ankle. On the way to the hospital, the ambulance is struck by a driver who runs a red light, giving the courier a concussion. Under the elements of a tort and negligence, what is the bakery occupier's legal position?

一名快递员在面包店外的结冰台阶上滑倒摔断脚踝。送医途中，救护车被一名闯红灯的司机撞上，导致快递员脑震荡。根据侵权三要素与过失规则，面包店占用人的法律责任是什么?

a. The occupier is liable for both the broken ankle and the concussion because the initial slip on the icy steps started the chain of events.
b. The occupier is presumed negligent for both injuries unless the occupier can prove that the bakery steps were properly cleared and salted.
c. The occupier may be liable for the broken ankle as a foreseeable direct result, but not for the concussion caused by the other driver.
d. The occupier owed only a moral duty to clear natural ice from the steps and therefore has no legal liability for either of the injuries.

52. Under the principle established in Rylands v. Fletcher, certain activities give rise to strict liability even without proof of negligence. Which statement about strict liability is CORRECT?

根据 Rylands v. Fletcher 判例确立的原则，某些活动即使无需证明过失也会产生严格责任。下列关于严格责任的陈述哪一项是正确的?

a. General liability insurance policies never cover strict liability claims because strict liability is treated the same as an intentional tort.
b. In a strict liability action, the burden of proof remains on the plaintiff to demonstrate that the defendant failed to act as a reasonable person.
c. Storing large amounts of highly flammable materials in a densely populated area or letting a deliberately lit fire escape triggers strict liability.
d. Keeping a domestic family dog on residential premises automatically places the dog owner under Rylands v. Fletcher strict liability rules.

52′. A rural farm operator brings tanks of toxic ammonia gas onto the property for agricultural processing. A valve fails despite regular maintenance, and escaping gas sickens neighbouring residents. How is the operator's liability determined?

一名农场经营者为了农业加工将有毒氨气罐带入场所。尽管定期维护，一个阀门仍然失灵，逃逸的气体使邻近居民生病。经营者的责任如何认定?

a. The operator is strictly liable because a dangerous substance brought onto the premises escaped, and liability insurance generally covers this unless excluded.
b. The operator has no tort liability because the regular maintenance records prove the operator exercised the care of a reasonable and prudent person.
c. The operator is subject only to criminal penalties for the gas leak, meaning neither civil damages nor general liability insurance coverage applies.
d. The neighbouring residents bear the burden of proving the operator negligently or intentionally released the gas before any civil recovery is allowed.

53. Under traditional common law rules tested on the exam, what duty of care does an occupier owe to an invitee, such as a retail store customer?

根据考试所考的传统普通法规则，占用人对受邀人（例如零售店顾客）负有什么样的注意义务？

a. To refrain from setting traps or intentionally causing harm to the customer while on the retail premises, without any duty to inspect for hazards.

b. To warn and protect the customer only against concealed or unusual dangers on the premises of which the occupier is actually aware at the time.

c. To ensure the premises are kept completely free from any danger whatsoever at all times, regardless of whether a hazard could be foreseen.

d. To protect the customer against both dangers known to the occupier and dangers that could be discovered by exercising reasonable care.

53′. A builder leaves an unfenced excavation pit with bright yellow machinery on a residential lot. A seven-year-old child wanders onto the lot to play on the machinery and is injured. Under the rules tested on the exam, how is this situation classified?

一名建筑商在住宅地块上留下一个未围栏的挖掘坑和鲜黄色的机械。一名七岁儿童走进地块爬上机械玩耍时受伤。根据考试所考的规则，这种情况如何归类？

a. Because the child entered without permission, the child is treated as an adult trespasser and the builder only owes a duty not to set deliberate traps.

b. The unfenced pit and machinery are an attractive nuisance (allurement), so the occupier must keep the premises free from any danger to children.

c. The child is classified as a licensee on the lot, meaning the builder is liable only for concealed dangers of which the builder had actual knowledge.

d. The builder has no legal liability for the accident because parents are always legally responsible for injuries suffered by their minor children.

54. Which of the following statements accurately describes the legal responsibility of a landlord or a bailee for hire under the rules tested on the exam?

在考试所考的规则下，下列哪项陈述准确描述了房东或有偿保管人的法律责任？

a. A bailee for hire who temporarily holds customer goods for a fee must exercise ordinary care matching the standard used by others in the same trade.

b. A bailee for hire owes the highest possible degree of care in tort and must protect customers' property against every possible source of loss.

c. A landlord of an unfurnished building automatically warrants that the premises will remain fit for the tenant's intended use throughout the lease.

d. In a multi-tenant building, the individual tenants rather than the landlord are responsible for maintaining common areas such as lobbies, stairs, and roofs.

54′. Under a residential lease for an unfurnished house, the landlord agrees to be responsible for structural repairs. A porch railing becomes rotten, and the tenant notifies the landlord twice over three weeks, but the landlord does nothing. A guest leans on the railing, falls, and is injured. Why is the landlord liable under the rules tested on the exam?

在一份不带家具住宅的租约中，房东同意负责结构维修。门廊栏杆腐烂，租客在三周内通知了房东两次，但房东未采取任何行动。一名客人靠在栏杆上摔倒受伤。根据考试所考的规则，房东为什么要负责?

a. Because landlords are strictly liable for any injury occurring on leased premises regardless of notice.
b. Because the landlord contracted to make repairs and failed to do so after receiving reasonable notice of the defect.
c. Because a residential landlord acts as a bailee for hire with respect to the personal safety of the tenant's visitors.
d. Because every lease of an unfurnished dwelling carries an implied warranty of fitness throughout the lease term.

55. An appliance store employs a technician to install dishwashers. During lunch break, without the employer's knowledge, the technician takes a side job installing a water heater for a private acquaintance and floods the acquaintance's basement. Which statement is CORRECT regarding the employer's liability?

一家电器店雇佣一名技术员安装洗碗机。午休期间，在雇主不知情的情况下，该技术员私下接活为一名私人熟人安装热水器，结果淹了熟人家的地下室。关于雇主的责任，下列哪项陈述是正确的?

a. The employer is vicariously liable because the technician was wearing the store uniform and used trade skills learned on the job.
b. The employer is not vicariously liable because the technician was on a frolic of their own outside the course of employment.
c. The acquaintance can recover from the province's Workers' Compensation fund because the damage was caused by a worker.
d. The employer and the technician are joint tortfeasors and must each pay half of the basement damage.

55′. A commercial building owner hires a reputable independent roofing contractor to repair a flat roof. However, the building owner insists on supplying an old scaffolding rig that has a cracked plank and directs the crew on how to position it. The plank snaps and injures a passerby. Who is legally liable under the rules tested on the exam?

一名商业楼宇业主聘请了一家信誉良好的独立屋顶承包商修理平屋顶。然而，业主坚持提供一套带裂纹木板的旧脚手架，并亲自指挥工人如何摆放。木板断裂砸伤了一名路人。根据考试所考的规则，谁在法律上负责？

a. Only the independent roofing contractor is liable because a building occupier is never legally responsible for work performed by an outside contractor.
b. Neither party can be sued in tort by the injured passerby as long as the roofing contractor maintains active provincial Workers' Compensation coverage.
c. Only the building owner is liable because hiring an independent contractor automatically creates employer–employee vicarious liability for all site accidents.
d. Both the building owner and the contractor share liability because the owner supplied defective equipment and controlled how the work was done.

56. Which of the following statements concerning joint tortfeasors, animals, and children is CORRECT under the rules tested on the exam?

根据考试所考的规则，下列关于共同侵权人、动物和儿童的陈述中，哪一项是正确的？

a. Parents are always personally and legally responsible for any property damage or bodily injury caused by their minor children.
b. The owner of a domestic dog is not legally liable for the first bite if the dog has never shown aggressive behaviour before.
c. When joint tortfeasors dispute their share of fault, each is held legally liable to the plaintiff for the full damage award.
d. Children under the provincial age of majority can never be held personally liable in civil court for torts that they commit.

56′. A 14-year-old is given a high-powered snowmobile by their parents and rides it unsupervised across a neighbour's landscaped yard, destroying rare shrubs. Under what rule can the neighbour hold the parents legally liable?

一名 14 岁少年收到父母给的大功率雪地摩托，在无人看管的情况下骑车穿过邻居家的园艺院子，毁坏了名贵灌木。邻居可以根据什么规则要求其父母承担法律责任？

a. Although parents are generally not liable for a child's torts, they are liable here for failing to supervise a dangerous thing entrusted to the child.
b. Parents are automatically and unconditionally liable in tort for all property damage committed by an unmarried minor child living in their household.
c. Only the 14-year-old can be held liable because parents are responsible for a child's torts only when the child is employed in a parent's business.
d. Neither the child nor the parents can be held liable unless the snowmobile had previously caused similar property damage on a neighbour's premises.

第 9 章 · 责任险导论 财产险与责任

带 ′ 的是同一考点的变式题：主题题做错时再做它。

57. Which statement accurately describes the coverage provided under the insuring agreement of a standard liability insurance policy?

下列哪项陈述准确描述了标准责任保险单承保协议所提供的保障?

a. It pays both compensatory damages and punitive damages awarded by a court against the insured.

b. It covers loss of use of tangible property even when that property has not suffered physical damage.

c. It responds whenever the insured feels morally responsible for injuring another person on the premises.

d. It compensates the named insured for bodily injury suffered by the insured and damage to the insured's own property.

57′. A client asks her broker what types of damages and losses are covered by the insuring agreement of a liability policy. Which explanation is correct?

一位客户向经纪人询问责任保单的承保协议保哪些类型的赔偿和损失。下列哪项解释是正确的?

a. Property damage is restricted strictly to the direct cost of repairing or replacing damaged tangible items.

b. Bodily injury covers immediate physical trauma only and excludes subsequent sickness or death resulting from the injury.

c. Exemplary damages ordered by a judge to deter future misconduct are paid up to the per occurrence limit.

d. Compensatory damages owed to a third party for bodily injury or property damage caused by an occurrence are covered.

58. A delivery cart operated by a warehouse owner rolls down a ramp and injures a passerby. The owner immediately tells the passerby that he is completely at fault. Under a liability policy, who determines whether the owner is legally liable?

一位仓库业主推的送货车滑下斜坡撞伤了一名路人。业主当场对路人表示完全是自己的错。在责任保单下，由谁来认定业主是否在法律上有责任?

a. The insured warehouse owner, because his admission at the scene establishes legal responsibility.

b. The insurer's independent adjuster, after interviewing witnesses and reviewing the police report.

c. A court of law, although the insurer may settle out of court when the evidence clearly favours the plaintiff.

d. The injured third party's legal counsel, once a formal notice of a claim is served on the insured.

58′. After a visitor slips on wet tiles in a bakery, the bakery owner feels guilty and asks her broker to make sure the liability insurer pays the visitor right away. What should the broker explain about how liability coverage works?

一名访客在面包店湿滑的地砖上滑倒后，店主感到内疚，要求经纪人确保责任保险公司立即赔钱给访客。关于责任险如何运作，经纪人应当怎样解释?

a. The policy pays only if the insured is legally liable, which is decided by a court rather than by moral obligation.
b. Every liability claim must proceed through a full court trial before the insurer can pay any compensation.
c. The broker and the insurer's underwriter jointly decide whether negligence has been established on the premises.
d. Moral responsibility is sufficient to trigger payment as long as the injury occurred during the policy period.

59. From October to March, exhaust fumes from a workshop's newly installed vent continuously drift onto a neighbouring greenhouse, gradually ruining its exterior panels. How does an occurrence-basis liability policy treat this situation?

从十月到次年三月，一家工坊新装排风口排出的废气持续飘向隔壁温室，逐渐毁坏了温室的外墙板。按事故发生制承保的责任保单如何处理这种情况?

a. It is covered as an occurrence, which includes ongoing or repeated exposure to largely the same harmful conditions.
b. It is not covered because an occurrence must be a sudden, unusual event that can be pinpointed to a specific date and time.
c. It is covered only if the neighbour files a formal lawsuit before the workshop's current policy period expires.
d. It reduces the per occurrence limit permanently so that no limit remains for any subsequent accidents during the policy year.

59′. Which statement correctly distinguishes an occurrence-basis liability policy from other concepts in liability insurance?

下列哪项陈述正确区分了事故发生制责任保单与责任险中的其他概念?

a. An accident is broader than an occurrence because an accident covers gradual exposure over several months.
b. Under an occurrence-basis policy, coverage is triggered only when the claim is first reported before the policy expires.
c. An occurrence-basis policy covers injury or damage occurring during the policy period, regardless of when a claim is made.
d. The limit per occurrence represents the maximum total amount the insurer will pay for all claims combined during the policy term.

60. A food processing company carries an occurrence-basis commercial liability policy with a per occurrence limit of $2,000,000 and an aggregate limit of $4,000,000. During the policy year, the insured is held legally liable for three separate occurrences resulting in claims of $1,500,000, $2,500,000, and $1,200,000 in that order. How much will the insurer pay for the third occurrence?

一家食品加工企业持有按事故发生制承保的商业责任保单，每次事故限额为 $2,000,000，累计限额为 $4,000,000。在保单年度内，被保险人先后对三次独立事故负有法律责任，索赔额依次为 $1,500,000、$2,500,000 和 $1,200,000。保险人对第三次事故将赔付多少？

a. $0, because the first two claims already exceeded the $2,000,000 per occurrence limit.

b. $1,200,000, because the third claim is below the $2,000,000 per occurrence limit.

c. $2,000,000, because the full per occurrence limit reinstates automatically for every claim.

d. $500,000, because the first two claims used $3,500,000 of the $4,000,000 aggregate limit.

60′. A contractor's liability policy has a per occurrence limit of $1,000,000 and an aggregate limit of $2,000,000. During the policy period, three covered occurrences result in legal liability of $600,000, $900,000, and $800,000 respectively. What amount will the insurer pay for the third claim?

一家承包商的责任保单每次事故限额为 $1,000,000，累计限额为 $2,000,000。在保单期内，三次受保事故分别产生 $600,000、$900,000 和 $800,000 的法律赔偿责任。保险人对第三次索赔将赔付多少？

a. $800,000, because each claim is individually under the $1,000,000 per occurrence limit.

b. $500,000, because the first two claims used $1,500,000 of the $2,000,000 aggregate limit.

c. $0, because the first two claims already exceeded the $1,000,000 limit stated on the policy.

d. $1,000,000, because the per occurrence limit resets in full after each covered occurrence.

61. A liability policy is written with split limits of $50,000 / $100,000 / $25,000. In a single occurrence, three pedestrians suffer bodily injury awards of $60,000, $45,000, and $20,000 respectively. How much does the policy pay in total for the three injured pedestrians, and how much is allocated to the third pedestrian?

一张责任保单采用分项限额，写为 $50,000 / $100,000 / $25,000。在一次事故中，三名行人分别获判 $60,000、$45,000 和 $20,000 的人身伤害赔偿。保单对这三名受伤行人共赔多少，其中第三名行人分到多少？

a. $100,000 in total, with $20,000 allocated to the third pedestrian because her claim is under $50,000.

b. $100,000 in total, with $5,000 allocated to the third pedestrian after applying the per person and per occurrence limits.

c. $115,000 in total, with $20,000 allocated to the third pedestrian because each person is capped only by the $50,000 per person limit.

d. $125,000 in total, because the $25,000 third limit can be added to cover the remaining bodily injury claims.

61′. A policy carries split limits of $100,000 / $250,000 / $50,000. One occurrence causes bodily injury to three passengers in the amounts of $120,000, $150,000, and $100,000. How much will the insurer pay for the third passenger after paying the first two?

一张保单的分项限额为 $100,000 / $250,000 / $50,000。一次事故造成三名乘客受人身伤害，金额分别为 $120,000、$150,000 和 $100,000。在赔付前两名乘客后，保险人将赔付第三名乘客多少?

a. $50,000, as the first two receive $100,000 each under the per person limit, leaving $50,000 of the $250,000 occurrence limit.
b. $100,000, because the third passenger's bodily injury claim does not exceed the $100,000 per person limit.
c. $0, because the first two claims totaling $270,000 already exhausted the $250,000 per occurrence bodily injury limit.
d. $100,000, because the $50,000 property damage limit supplements the exhausted per occurrence bodily injury limit.

62. Which action is permitted or required under the insured's duties after a loss in a standard liability insurance policy?

在标准责任保险单的出险后被保险人义务下，下列哪项行为是被允许或要求的?

a. Waiting to report an accident until the injured customer actually hires a lawyer and serves a lawsuit.
b. Using every available means to prevent the injured third party from filing a claim against the policy.
c. Paying for immediate first aid for an injured visitor at the time of the accident without prior insurer consent.
d. Handing a small cash payment to the injured person at the scene in exchange for a promise not to sue.

62′. A customer trips over a display rack in a hardware store. Although she says she feels fine, the store owner drives her home and gives her a cheque to cover her torn coat so she will not complain. He does not notify his insurer until a writ arrives two weeks later. Which statement about the owner's actions is correct?

一名顾客在五金店被展示架绊倒。虽然她说感觉没事，店主还是开车送她回家，并开了张支票赔她扯破的外套以免她投诉。直到两周后收到传票，他才通知保险公司。关于店主的行为，下列哪项陈述是正确的?

a. He complied with the reporting duty because no notice is required until a formal notice of a claim is received.
b. The insurer must reimburse the cheque for the coat because it qualifies as emergency first aid at the scene.
c. His payment for the coat fulfilled his duty to prevent the customer from filing a formal liability claim.
d. He breached his policy duties by failing to report the occurrence promptly and by paying without insurer consent.

63. An insured carries a liability policy with a $1,000,000 limit per occurrence. A court awards a plaintiff a compensatory judgment of $2,000,000 against the insured. The insurer takes three months to consider an appeal before deciding to pay. How do the policy's supplementary payments apply to this judgment?

被保险人持有一张每次事故限额为 $1,000,000 的责任保单。法院判令被保险人向原告支付 $2,000,000 的补偿性赔偿。保险人花了三个月考虑是否上诉，最后决定付款。保单的附加给付如何适用于这项判决?

a. The insurer pays defence costs, court costs, and post–judgment interest on only the $1,000,000 limit, over and above that limit.
b. The supplementary payments cover the extra $1,000,000 of the judgment principal that exceeds the per occurrence limit.
c. The insurer pays post–judgment interest on the entire $2,000,000 award because the insurer caused the three–month delay.
d. All defence costs and court costs are deducted from the $1,000,000 policy limit before paying the plaintiff.

63′. Which item is NOT covered under the supplementary payments agreement of a liability insurance policy?

下列哪一项不在责任保险单的附加给付协议保障范围内?

a. Reasonable expenses incurred by the insured at the insurer's request to assist with the defence.
b. The portion of a compensatory damages judgment that exceeds the policy's limit of liability.
c. Court costs taxed against the insured by the judge at the conclusion of the liability lawsuit.
d. Costs of defence, including legal fees and the cost of hiring an independent claims adjuster.

第 10 章 · 责任险保单 财产险与责任

带 ′ 的是同一考点的变式题：主题题做错时再做它。

64. Under Section II of a Homeowners Policy, which of the following locations is automatically included within the definition of 'premises' without being specifically listed on the Coverage Summary page?

在房主保单第二部分（Section II）下，下列哪个地点无须在保障摘要页（Coverage Summary）上专门列明，即可自动包含在“场所（premises）”的定义之内?

a. A mountainside ski chalet owned by the named insured and used only during winter holidays

b. A family cemetery plot or burial vault owned by an insured for household members

c. An unimproved agricultural field in Canada leased by the insured for growing hay

d. A beach house rented by the insured under a continuous lease exceeding 90 days

64′. A named insured wants to know which property is automatically covered as 'premises' under Section II of her Homeowners Policy without being listed on the Coverage Summary. Which location qualifies?

一名列名被保险人想知道，在不在保障摘要页上列明的情况下，哪处物业能自动作为房主保单第二部分下的“场所”获得保障。下列哪个地点符合条件?

a. A vacant non-farm building lot purchased by the insured outside Canada for future residential construction

b. A site in Canada where a commercial retail plaza is being constructed by an independent contractor for the insured

c. A seasonal summer cabin in Canada owned by the insured's spouse that was omitted from the Coverage Summary page

d. A newly acquired house in Canada intended as the insured's principal residence within 30 days of taking possession

65. In which of the following situations would Coverage E (Legal Liability) of a Homeowners Policy respond to pay for the resulting compensatory damages?

在下列哪种情形中，房主保单的 Coverage E（个人法律责任）会响应并赔付所产生的补偿性赔偿?

a. The insured borrows a neighbour's chainsaw to trim tree branches and drops it, cracking its casing

b. The insured volunteers to install shelving on a friend's antique bookcase and drills through the side panel

c. While renting a vacation chalet, the insured accidentally leaves a faucet running and water damage ruins the owner's floor

d. The insured's child living in the same household trips over a garden hose on the insured's lawn and suffers an injury

65′. Which of the following claims is covered under Coverage E (Legal Liability) of a standard Homeowners Policy?

下列哪项索赔属于标准房主保单 Coverage E（个人法律责任）的承保范围?

a. A residence employee cleaning the insured's windows is injured when a negligently maintained porch railing gives way

b. Smoke from an open wood-burning fireplace in a rented ski lodge stains the owner's walls and curtains

c. A paying boarder living in the insured's home slips on a wet hallway floor and sues the insured

d. The insured verbally agrees to assume all liability for any damage when borrowing a colleague's electric bicycle

66. Under Coverage F (Voluntary Medical Payments) of Section II of a Homeowners Policy, which of the following expenses is covered?

在房主保单第二部分（Section II）的 Coverage F（自愿医疗给付）下，下列哪项费用属于承保范围?

a. Ambulance and nursing expenses incurred within one year after a visitor falls on the front steps without the insured's fault

b. Emergency hospital bills for the named insured's spouse who slips in the insured's kitchen

c. Surgical expenses for an injured guest that have already been paid by a provincial hospitalization plan

d. Dental treatment incurred by a neighbour more than one year after being accidentally struck by the insured on the premises

66′. Which statement accurately describes how Coverage F (Voluntary Medical Payments) operates under a Homeowners Policy?

下列哪项陈述准确描述了房主保单下 Coverage F（自愿医疗给付）的运作规则?

a. It pays medical expenses for the named insured when accidentally injured while travelling outside Canada

b. It covers workplace medical expenses for an injured worker who is entitled to provincial workers' compensation benefits

c. It pays reasonable medical, dental, ambulance, and funeral bills within one year of an accident regardless of fault

d. It responds only after a court determines that the insured is legally liable for the visitor's bodily injury

67. Which of the following property losses is covered under Coverage G (Voluntary Payment for Damage to Property) of a Homeowners Policy?

在房主保单的 Coverage G（自愿财产损害给付）下，下列哪项财产损失可以获得赔付?

a. The insured's 15–year–old deliberately lets the air out of a neighbour's car tires and breaks the valve stems

b. A houseguest's laptop goes missing from the insured's car while the insured is driving the guest to the airport

c. The insured accidentally drops a heavy toolbox onto a glass table owned by a tenant renting the insured's basement

d. The insured's 8–year–old, upset after losing a game, deliberately snaps a neighbour's fishing rod in half

67′. A homeowner asks whether Coverage G (Voluntary Payment for Damage to Property) will respond to several recent incidents. Which incident is eligible under Coverage G?

一名房主询问 Coverage G（自愿财产损害给付）能否响应近期发生的几起事件。下列哪起事件符合 Coverage G 的给付条件?

a. A neighbour's bicycle borrowed by the insured is stolen while parked outside a store

b. While helping a neighbour move a patio heater, the insured accidentally drops and cracks it without being legally liable

c. The insured accidentally scratches a dining room table that the insured owns and insures under Section I of the policy

d. A neighbour claims loss of rental income after the insured accidentally damages the neighbour's lawn equipment

68. While on holiday, an insured borrows a friend's motorboat equipped with an inboard engine exceeding 38 kW (50 H.P.) and accidentally collides with another vessel, injuring its passenger and damaging the hull of the borrowed boat. How does Section II of the insured's Homeowners Policy respond?

被保险人在度假期间借用朋友一艘内机功率超过 38 千瓦（50 马力）的机动船，不小心与另一艘船相撞，导致对方船上一名乘客受伤，且借来的船体受损。被保险人房主保单的第二部分（Section II）如何响应?

a. Nothing is covered because the inboard engine exceeds the 38 kW (50 H.P.) automatic limit

b. Liability for the passenger's injury and the other vessel is covered, but damage to the borrowed boat itself is excluded

c. Both the damage to the borrowed boat and the injury to the passenger are fully covered under Coverage E

d. Only the repair of the borrowed boat is covered, while the passenger's injury must be claimed under marine insurance

68′. Which of the following watercraft, motorized vehicles, or trailers owned by the insured is automatically covered for liability under Section II of a Homeowners Policy without requiring an endorsement?

被保险人拥有的下列哪项船艇、机动器具或拖车，无须批改即可在房主保单第二部分下自动获得责任保障?

a. An owned boat with an outboard motor rated at 38 kW (50 H.P.) that was purchased several years ago
b. A camping trailer that breaks loose and hits a cyclist while being towed down a road by a registered automobile
c. An owned self-propelled snow blower with an engine not exceeding 19 kW (25 H.P.) used on the insured's driveway
d. A motorized golf cart driven by the insured along public residential streets to a grocery store

69. According to the standard Homeowners Policy wording tested on the exam, business pursuits are excluded under Section II EXCEPT for temporary or part-time business pursuits of an insured person who is under what age?

根据考试所考查的标准房主保单条款措辞，第二部分将经营活动除外，但未满多少岁的被保险人所从事的临时或兼职经营活动属于自动承保的例外?

a. Under the age of 21
b. Under the age of 12
c. Under the age of 16
d. Under the age of 25

69′. Under Section II of a Homeowners Policy, which of the following business-related activities is automatically covered as an exception to the business pursuits exclusion without requiring an endorsement?

在房主保单第二部分下，下列哪项与经营沾边的活动作为经营活动除外的例外，无须批改即可自动获得保障?

a. Renting out more than 3 car spaces or stalls in the insured's garage and stable to neighbours
b. Accommodating more than 2 roomers or boarders in a single family unit of an insured two-family dwelling
c. Providing professional architectural design services to paying clients from a home studio
d. Occasionally renting out the portion of the dwelling usually occupied by the insured while away on a winter holiday

70. A plumbing contractor finishes installing a new water heater in a customer's home and leaves after the job is accepted. Later, a poorly soldered pipe joint bursts and floods the customer's basement. Under a Commercial General Liability (CGL) policy, which hazard covers this claim?

一名水管承包商在客户家中安装完新热水器并验收离场。事后，一处焊接不良的管接头爆裂，淹没了客户的地下室。在商业综合责任险（CGL）保单下，这一索赔属于哪种风险保障?

a. Premises and operations liability

b. Products liability

c. Completed operations liability

d. Errors and omissions (E&O)

70′. Under a Commercial General Liability (CGL) policy, which of the following claims falls under the definition of 'personal injury' rather than 'bodily injury' or professional liability?

在商业综合责任险（CGL）保单下，下列哪项索赔属于“人身权益侵害（personal injury）”而非“身体伤害（bodily injury）”或职业责任?

a. A grocery shopper trips over an unattended stock cart in a store aisle and breaks an ankle

b. A retail store manager publishes a false written statement that libels a competing local merchant

c. A consumer is scalded when a defective glass coffee carafe sold by a kitchenware shop shatters during use

d. A dentist negligently damages a patient's nerve while performing a routine tooth extraction

第 11 章 · 意外疾病险与旅行险 意外疾病与旅行

带 ′ 的是同一考点的变式题：主题题做错时再做它。

71. An individual disability income policy has been in force for more than two years when the insurer discovers while reviewing a claim that the insured accidentally misstated their age on the original application, and also still owes an overdue renewal premium. How should the insurer handle this claim?

一份个人失能收入保单生效已超过两年，保险人在审核理赔时发现被保险人在原投保书上无意报错了年龄，且仍欠缴一笔逾期保费。保险人应如何处理该理赔?

a. Void the policy immediately because any misstatement discovered during a claim invalidates the contract regardless of when the policy took effect

b. Pay the full stated benefit without adjustment because the two-year incontestability period bars the insurer from changing benefits or collecting overdue premiums

c. Keep the policy in force, adjust the benefits or premiums to reflect the insured's true age, and deduct the unpaid premium from the claim payment

d. Suspend the claim until the insured obtains written consent from a family member and pays an administrative penalty on the overdue premium

71′. More than two years after issuing an individual accident and sickness policy, an insurer proves that the applicant intentionally concealed a serious heart condition on the application. Which statement correctly describes the insurer's legal position?

一份个人意外与疾病保单出单超过两年后，保险人证实投保人在投保书上故意隐瞒了严重的心脏病史。下列哪项准确描述了保险人的法律地位?

a. The insurer may challenge the contract at any time and typically declare it void because fraudulent misrepresentation is an exception to incontestability

b. The insurer cannot contest the statement or deny the claim because more than two years have passed since the policy became effective

c. The insurer must keep the policy active and simply adjust the monthly benefit or premium to reflect the true risk as for a misstatement of age

d. The insurer may only deduct past-due premiums from the claim payment because the original application does not form part of the insurance contract

72. A self-employed graphic designer wants to lower the premium on a new individual disability income policy while also understanding how insurers adjust rates on cancellable versus non-cancellable contracts. Which combination of policy choices and contract rules is accurate?
一位自雇平面设计师希望降低新购个人失能收入保单的保费，同时想了解保险人在可注销与不可注销合同上如何调整费率。下列哪项关于投保选择与合同规则的组合是正确的?

a. Choose a shorter elimination period and an own-occupation definition; under a cancellable policy, the insurer may raise the rate of a single policyholder who files frequent claims
b. Choose a longer elimination period, a shorter benefit period, and an any-occupation definition; under a non-cancellable policy, premiums are guaranteed to age 65 and cannot be changed
c. Choose a longer benefit period and a shorter elimination period; under a non-cancellable policy, the insurer may increase premiums across an entire occupation class at renewal
d. Choose an own-occupation definition and a shorter benefit period; insurers generally offer lower rates to applicants over age 60 because illness claims decrease with age

72′. When setting premiums for individual accident and sickness policies, an insurer evaluates three main pricing factors, one of which is the cost of claims. Which of the following correctly identifies the other two pricing factors and the rule for rate increases on a standard renewable policy?
在厘定个人意外与疾病保单的保费时，保险人评估三个主要定价因素，其中之一是理赔成本。下列哪项正确指出了另外两个定价因素，以及普通可续保保单在加费时的规则?

a. Mode of transportation and provincial tax rates; the insurer may single out an individual insured for a rate increase at renewal after a large claim
b. Insurable earnings limit and statutory conditions; the insurer may never adjust renewal rates even if the claims experience of an entire class deteriorates
c. Operating expenses and employer assessments; the insurer must cancel the entire occupation class if any single member develops a serious chronic illness
d. Operating expenses and investment income; the insurer may raise renewal premiums for an entire class with poor claims experience, without singling out one insured

73. A concert violinist injures a hand in a domestic accident and can no longer play the violin, but soon takes a well-paid position teaching music appreciation at a college. Under which definition of disability will the violinist continue to receive full disability income benefits, and when do benefits generally end?

一位交响乐团小提琴家在家中意外伤了手，再也无法拉小提琴，但很快在大学找到一份收入不错的音乐鉴赏教职。在哪种失能定义下，这位小提琴家仍能继续获得全额失能收入给付？给付通常在何时停止？

a. Own occupation definition; benefits continue after the elimination period until recovery, death, or the end of the benefit period, whichever comes first

b. Any occupation definition; benefits continue after the elimination period until recovery, death, or the end of the benefit period, whichever comes last

c. Any occupation definition; benefits continue in full as long as the insured's new teaching salary stays below the policy's insurable earnings limit

d. Own occupation definition; benefits continue after the elimination period only until the insured starts earning income from any alternative employment

73′. An insured accountant holds a disability income policy with the narrowest definition of disability. After an injury, the insured can no longer work at their former firm but is fully capable of working as a financial analyst with comparable pay based on their education and training. How will the policy respond?

一位投保的会计师持有一份采用最窄失能定义的失能收入保单。受伤后，该被保险人无法在原事务所工作，但凭其教育与培训完全有能力担任薪酬相称的财务分析师。保单将如何回应？

a. Pay full monthly benefits because the narrowest definition is own occupation, which only tests whether the insured can perform duties at their original firm

b. Pay 90% of net earnings for up to 52 weeks from the first day of injury because the insured changed employers and occupations after the accident

c. Pay no benefits because the narrowest definition is any occupation, and the insured can perform a job suited to their education, training, experience, or earnings

d. Pay full monthly benefits until age 65 regardless of recovery because the insured cannot return to their exact prior position at the accounting firm

74. An employee covered under an employer's group insurance plan misses a couple of days of work due to a common flu, and later resigns from the company. How does the group weekly indemnity and disability coverage apply to these two events?

一名参加雇主团体保险计划的雇员因普通流感请假两天，随后从公司辞职。团体周给付及失能保障如何适用于这两件事?

a. Weekly indemnity pays from the first day of the flu, and disability coverage continues for two years after resignation under the incontestability rule

b. Weekly indemnity does not pay for the brief flu absence, and long term disability coverage automatically converts to an individual policy at the employer's expense upon resignation

c. Weekly indemnity pays 90% of net earnings for the brief flu absence, and coverage ends immediately when employment terminates

d. Weekly indemnity does not pay for the brief flu absence because sickness benefits begin on the 4th, 8th, or 15th day, and disability coverage terminates automatically when employment ends

74′. An employee covered by a group insurance plan with a 26-week weekly indemnity benefit and long term disability (LTD) coverage breaks an ankle in a weekend recreational accident and remains disabled for well over a year while still employed. When do the weekly indemnity and LTD benefits begin?

一名参加团体保险计划（含 26 周的周给付及长期失能 LTD 保障）的在职雇员，在周末休闲意外中摔断脚踝，失能持续远超一年。周给付和 LTD 给付分别从何时开始?

a. Weekly indemnity begins on the 4th, 8th, or 15th day of disability, and LTD eligibility begins only after a two-year incontestability period

b. Weekly indemnity begins on the first day of disability caused by the accident, and LTD eligibility begins when the 26-week weekly indemnity period ends

c. Neither group benefit pays because non-occupational weekend accidents are covered exclusively by the provincial workers' compensation plan

d. LTD begins on the first day of the recreational accident, while weekly indemnity only reimburses prescription drugs and routine dental care

75. A bakery employee suffers severe burns while operating a commercial oven at work and is temporarily disabled. Under the rules tested on the exam for provincial workers' compensation plans, how are premiums funded, what are the employee's legal rights against the employer, and how is temporary disability income calculated?

一名烘焙店雇员在工作中操作商用烤箱时严重烫伤并暂时失能。按照省工伤计划的考试口径，保费由谁承担、雇员对雇主有什么法律权利、临时失能收入如何计算?

a. Premiums are paid solely by employers; the employee receives no-fault benefits and gives up the right to sue the employer; temporary disability pays 90% of net earnings

b. Premiums are split equally between employer and employee; the employee may sue the employer for pain and suffering in addition to receiving 90% of gross earnings

c. Premiums are paid solely by employers; benefits begin after an 8-day waiting period and also cover car accidents on the employee's commute home

d. Premiums are paid by the employee through payroll deduction; the plan covers both occupational injuries and naturally occurring illnesses at 90% of net earnings

75′. A cabinetmaker develops a chronic lung condition from inhaling wood treatment chemicals on the job, and shortly after returning to work breaks a wrist in a collision while driving home after a shift. How does a provincial workers' compensation plan respond to these two disabilities?

一名木柜工因在工作中吸入木材处理化学品而患上慢性肺病；复工后不久，他在下班开车回家途中发生碰撞摔断手腕。省工伤计划对这两次失能如何回应?

a. Neither condition is covered because illness is the leading cause of disability and all motor vehicle collisions are excluded

b. Both conditions are covered from the first day of disability at 90% of net earnings because the worker is an employee in a compulsory industry

c. The lung condition is covered as an industrial disease, but the wrist injury on the drive home is not work-related and is not covered by workers' compensation

d. The wrist injury is covered because commuting is part of employment, while the lung condition must be claimed under individual accident and sickness insurance

76. A couple is purchasing a family travel insurance policy for a vacation outside their province. Which factor is NOT used by insurers to determine the travel policy premium, and which family member qualifies as a dependant child under standard travel insurance provisions?

一对夫妇正在为出省度假购买家庭旅行保险。保险人在厘定旅行保单保费时不使用下列哪项因素？根据常见的旅行险条款，哪位家庭成员符合受供养子女的资格？

a. Travel destination is not a pricing factor; an unmarried 27-year-old unemployed child living with and fully supported by the parents qualifies as a dependant child

b. Mode of transportation is not a pricing factor; an unmarried child under age 26 attending an accredited university and fully supported by the parents qualifies as a dependant child

c. Age and health of the insured are not pricing factors; any child under age 26 qualifies as a dependant child regardless of school enrolment or marital status

d. Duration of the trip is not a pricing factor; a 27-year-old child working full-time and living with the parents qualifies as a dependant child

76′. Before leaving on a trip outside the province, a traveller asks how travel insurance handles a pre-existing medical condition diagnosed prior to departure and whether standard statutory conditions apply to travel policies. Under the rules tested on the exam, which statement is correct?

在出省旅行出发前，一名旅客询问旅行保险如何处理出发前已确诊的既往症，以及法定条件是否适用于旅行保单。考试规则是什么？

a. Pre-existing conditions are automatically covered on any single trip under 180 days, and travel insurance policies are exempt from provincial statutory conditions

b. Pre-existing conditions are covered only if the traveller travels by commercial airline, and all insurers use a standard policy wording identical to homeowner forms

c. Pre-existing conditions are permanently excluded under all policies unless the traveller is under age 20, and statutory conditions apply only to group travel plans

d. Pre-existing conditions are not automatically covered, though some policies cover them after a 3- or 6-month stability period, and statutory conditions apply

77. Four travellers file claims under their travel insurance policies for events occurring during a trip outside the province. Based on common travel insurance exclusions and ancillary coverages, which claim is covered?

四名旅客因出省旅途中发生的事件向各自的旅行保险保单索赔。根据旅行险常见除外责任与附带保障，哪一项索赔会获得赔付?

a. Emergency hospital and medical charges for routine childbirth occurring within eight weeks before the insured's expected delivery date during a normal pregnancy
b. Emergency medical treatment and hospital care for a broken collarbone sustained while competing for prize money in a professional snowboarding tournament
c. Emergency hospital care and non-refundable prepaid travel expenses up to policy limits under trip interruption after sudden severe food poisoning midway through a tour
d. Reimbursement of non-refundable prepaid cruise tickets under trip cancellation coverage after the insured fractures a leg midway through the ocean voyage

77′. Prior to departing on a prepaid international tour, an insured's immediate family member covered by the policy terms passes away unexpectedly, making it impossible for the insured to travel. Which travel insurance coverage responds to this loss, and how does it differ from coverage that applies after departure?

在预付国际旅行团出发前，保单条款所列的一名指定亲属突发去世，导致被保险人无法成行。哪项旅行险保障对此损失作出回应？它与出发后适用的保障有何区别?

a. Trip cancellation coverage responds because the covered event occurred before departure, whereas trip interruption coverage applies only after departure
b. Trip interruption coverage responds because non-refundable prepaid travel deposits are only insured under interruption clauses prior to the departure date
c. Optional non-medical baggage and passport coverage responds because a relative's death is not a personal medical emergency of the insured traveller
d. Neither coverage responds unless the insured traveller is already more than 500 kilometres away from home when the immediate family member passes away

第 12 章 · BC 车险制度、ICBC 与保费 BC 车险

带 ′ 的是同一考点的变式题：主题题做错时再做它。

78. Nadia is the principal driver on an Autoplan policy with a driver factor of 1.000. Which of the following listed-driver changes would result in a combined driver factor that is LOWER than Nadia's individual factor of 1.000?

Nadia 是一份 Autoplan 保单的主驾，其个人驾驶因子为 1.000。下列哪项列名驾驶人变动会使保单的合并驾驶因子低于 Nadia 个人的 1.000?

a. Listing her brother, who has a driver factor of 0.700, and her newly licensed son, who has a driver factor of 1.250

b. Listing only her next-door neighbour, who borrows the car on weekends and has a driver factor of 0.650

c. Listing only her spouse, who regularly drives the family car and has an individual driver factor of 0.720

d. Listing only her household roommate, who is not related to her or employed by her and has a driver factor of 0.680

78′. Marcus is listed as the principal driver of his personal car with a driver factor of 0.900. He also lists his sister (driver factor 0.650) and his nephew (driver factor 1.150) on the policy. How will ICBC calculate the combined driver factor for this policy?

Marcus 是其私家车保单上的主驾，驾驶因子为 0.900。他在保单上还列了妹妹（驾驶因子 0.650）和外甥（驾驶因子 1.150）。ICBC 将如何计算该保单的合并驾驶因子?

a. 75% based on Marcus's 0.900 factor and 25% based on his nephew's highest-risk 1.150 factor

b. 75% based on Marcus's 0.900 factor and 25% based on his sister's lowest-risk 0.650 factor

c. 50% on Marcus's 0.900 factor, 25% on his sister's 0.650 factor, and 25% on his nephew's 1.150 factor

d. 100% based on his nephew's 1.150 factor because the highest-risk listed driver overrides all others

79. Under the rules tested on the exam, which of the following drivers qualifies for crash forgiveness so that a single chargeable claim will not increase their driver factor?

按照考试口径，下列哪位驾驶人符合事故宽免条件，从而使一次有责理赔不会推高其驾驶因子?

a. A driver with 20 years of driving experience in British Columbia and no chargeable claims during the past 10–year scan period

b. A new resident who drove accident–free for 22 years outside the province before obtaining a British Columbia licence last year

c. A driver who has 15 years of driving experience in British Columbia and has remained claim–free since March 1, 2017

d. A driver who has 25 years of driving experience in British Columbia and had one chargeable claim 6 years ago

79′. Elena moved to British Columbia from another jurisdiction two months ago after 18 years of licensed driving. Two years before moving, she caused a rear–end collision in her former home jurisdiction. How will ICBC treat her history when setting her driver factor?

Elena 拥有 18 年持照驾龄，两个月前从外地搬到 BC。在搬家前两年，她在原居住地造成过一起追尾事故。ICBC 在设定她的驾驶因子时将如何处理她的历史记录?

a. ICBC counts the prior rear–end collision because it occurred after March 1, 2017, and falls within the 10–year scan period

b. ICBC reviews all 18 years of her prior driving record, ignores the pre–BC crash, and grants immediate crash forgiveness

c. ICBC assigns a reduced learner–style driver factor for her first 3 years and disregards her out–of–province licence record

d. ICBC applies a higher factor for up to 3 years, checks up to 15 years of prior licensing, and ignores the pre–BC crash

80. While driving on a highway in British Columbia after May 1, 2021, a visiting tourist from Washington State is injured in a collision caused by a careless BC motorist. Which statement accurately describes how Enhanced Care applies to this situation?

2021 年 5 月 1 日之后，一位来自华盛顿州的游客在 BC 公路上驾车时，被一名粗心的 BC 驾车人撞伤。下列哪项准确描述了 Enhanced Care 对该情形的适用?

a. Because the injured person is a non–resident, they retain the full tort right to sue the at–fault BC driver in court for bodily injury and pain and suffering

b. The tourist is generally barred from suing for bodily injury, while ICBC still assigns fault for vehicle damage and the BC driver's factor

c. Because British Columbia uses a no–fault system, ICBC no longer assigns fault percentages to either driver after a highway collision

d. Only innocent victims receive medical and rehabilitation benefits under Enhanced Care, while the at–fault BC driver is excluded from care benefits

80′. A client asks their broker why ICBC still investigates who caused a collision if British Columbia moved to Enhanced Care on May 1, 2021. Which of the following is NOT affected by ICBC's fault determination?

一位客户问经纪人：既然 BC 在 2021 年 5 月 1 日已转为 Enhanced Care，为什么 ICBC 还要调查是谁造成了碰撞？下列哪一项不受 ICBC 责任认定的影响?

a. Whether an injured BC resident qualifies for medical and rehabilitation benefits
b. How a policyholder's own vehicle damage claim is settled under their Autoplan policy
c. Whether an involved motorist's individual driver factor will increase at policy renewal
d. Whether the vehicle's registered owner must pay an Unlisted Driver Accident Premium (UDAP)

81. Liam renews his 12-month Autoplan policy on his passenger car and submits a mechanic's invoice from 4 days ago showing he drove exactly 7,200 km over the past year. Under the rules tested on the exam, which mileage discount does Liam qualify for?

Liam 为其私家车续保 12 个月的 Autoplan 保单，并提交了 4 天前修车行的收据，显示过去一年实际行驶了 7,200 公里。按照考试口径，Liam 符合哪项里程折扣?

a. Only the 10% Low-Kilometre discount on Autoplan Basic coverage, with no Optional coverage discount
b. Both the 10% Basic Low-Kilometre discount and the 10–15% Optional Distance-Based discount
c. Neither mileage discount, because odometer proof must be a photo taken on the exact day of renewal
d. Only the 10–15% Distance-Based discount on eligible Optional coverages, with no Basic discount

81′. Margaret, age 68, insures her sedan in the pleasure use rate class and receives the Senior discount. How many days per calendar month may she use the car for commuting or errands to work, and what happens if she has one chargeable claim?

68 岁的 Margaret 将其轿车投保为纯休闲用途并享有长者折扣。她每个日历月最多可以用这辆车通勤或办工务几天？如果她发生了一次有责理赔会怎样?

a. Up to 4 days per calendar month; a first chargeable claim immediately cancels the entire Senior discount for 10 years
b. Up to 6 days per calendar month; one chargeable claim reduces the discount, and a second within 10 years cancels it
c. Zero days per calendar month for commuting; any non-pleasure trip voids the Senior discount for the full policy term
d. Up to 10 days per calendar month; one chargeable claim has no impact if the car has a passive electronic immobilizer

82. Tariq lends his car to an unlisted friend who holds a BC driver's licence. The friend causes a collision for which ICBC pays a claim, and Tariq's policy does not have Unlisted Driver Protection (UDP). Tariq paid $1,000 for Basic and $350 for Optional coverage. Had the friend been listed, the premiums would have been $1,200 for Basic and $450 for Optional. Under the rules tested on the exam, what happens to Tariq's driver factor and how much is his Unlisted Driver Accident Premium (UDAP)?

Tariq 把车借给一位持 BC 驾照但未列名的朋友。朋友造成了一起碰撞且 ICBC 实际赔付了款项，而 Tariq 的保单没有未列名驾驶人保障（UDP）。Tariq 实际付了基本险 $1,000、可选险 $350；要是当初把朋友列名，应付基本险 $1,200、可选险 $450。按照考试口径，Tariq 的驾驶因子会怎样变化，且他应付多少未列名驾驶人事故附加费（UDAP）？

a. Tariq's driver factor is unaffected; he owes a UDAP of $3,900
b. Tariq's driver factor is unaffected; he owes a UDAP of $4,500
c. Tariq's driver factor increases at renewal; he owes a UDAP of $3,900
d. Tariq's driver factor is unaffected; he owes a UDAP of $3,700

82′. In which of the following situations will ICBC charge the registered owner an Unlisted Driver Accident Premium (UDAP)?

在下列哪种情形下，ICBC 会向登记车主收取未列名驾驶人事故附加费（UDAP）？

a. An unlisted neighbour borrows the car for a medical emergency, causes a minor scrape, and no claim payment is made by ICBC
b. An unlisted coworker with a cleaner record than the owner causes a paid at-fault claim, where listing them would not have raised the premium
c. An unlisted higher-risk cousin causes an at-fault crash paid by ICBC, and the owner's policy has no Unlisted Driver Protection (UDP)
d. The listed principal driver receives two convictions for using an electronic device while driving during the policy term

83. A resident of Kamloops wants $2,000,000 in third-party liability coverage and a lower collision deductible than the minimum offered by ICBC. How do British Columbia's auto insurance rules govern where the resident can buy these coverages?

一位住在 Kamloops 的居民想要 $2,000,000 的第三方责任险，并且想要比 ICBC 最低档还低的碰撞险免赔额。BC 的车险规则如何规定这位居民可以在哪里购买这些保障?

a. Autoplan Basic, the extended third-party liability, and the lower collision deductible can all be bought as one package from a private insurer
b. Autoplan Basic must come from ICBC, extended third-party liability from ICBC or a private insurer, and the lower deductible from a private insurer
c. Autoplan Basic and all collision coverage must come exclusively from ICBC, while only excess third-party liability may come from a private insurer
d. Autoplan Basic and extended liability may come from ICBC, and ICBC can also issue the lower deductible with Utilities Commission (BCUC) approval

83′. Which statement correctly compares the provincial automobile insurance systems across Canada?

下列哪项正确比较了加拿大各省的汽车保险制度?

a. Ontario, British Columbia, and Saskatchewan all operate compulsory government plans with a $200,000 minimum third-party liability limit

b. In Quebec's hybrid system, the provincial government covers property damage while private insurers provide compulsory bodily injury coverage

c. British Columbia, Saskatchewan, and Manitoba use the Facility Association to provide basic coverage for high-risk drivers refused by private insurers

d. BC, Saskatchewan, and Manitoba run compulsory government plans with $200,000 minimum liability, while Quebec's government covers bodily injury

84. Which combination accurately pairs an Autoplan Basic premium adjustment factor with the way ICBC applies it?

下列哪项组合准确配对了 Autoplan 基本险保费的调整因子及其适用方式?

a. Rate group — adjusts the Autoplan Basic premium according to whether the vehicle is driven for pleasure or commercial delivery

b. Territory — assigns a passenger car based on where it is normally driven, and a taxi or bus based on where it is garaged overnight

c. Rate class — adjusts Basic premium by vehicle use across over 150 classes, with commercial use costing more than pleasure use

d. Demographic factor — adjusts the Autoplan Basic premium according to the principal driver's age, gender, and marital status

84′. Someone moves to British Columbia to take up residency and brings two vehicles from Alberta: a personal SUV and a commercial dump truck with a gross vehicle weight over 5,000 kg. Under the rules tested on the exam, within what time frame must each vehicle be registered, licensed, and insured in BC?

某人搬来 BC 定居，并从 Alberta 带来两辆车：一辆私人 SUV 和一辆总重超过 5,000 kg 的商用自卸卡车。按照考试口径，这两辆车分别必须在多长时间内在 BC 完成登记、上牌并投保?

a. Both the personal SUV and the heavy commercial truck have up to 30 days to be registered and insured

b. The personal SUV must be registered within 30 days, and the heavy commercial truck must be registered immediately

c. The personal SUV has up to 6 months if used only for pleasure, while the commercial truck has 30 days

d. Both vehicles must pass both federal and provincial inspections and be registered within 7 days of crossing the border

第 13 章 · Autoplan 基本保障与自车损失 BC 车险

带 ′ 的是同一考点的变式题：主题题做错时再做它。

85. Elena, a BC resident employed full-time as a lab technologist, earns an annual gross salary of $80,000 and takes home $60,000 in net income after taxes. She is injured in a highway collision in BC and is unable to work for several months. She also has a short-term disability plan through her employer. How does the Income Replacement benefit under Enhanced Accident Benefits (EAB) respond?

Elena 是一名全职担任实验室技术员的 BC 居民，税前毛年薪为 $80,000，税后净收入为 $60,000。她在 BC 公路的一起碰撞事故中受伤，数月无法工作。她同时享有雇主提供的短期伤残计划。加强意外给付（EAB）下的收入替代给付将如何响应?

a. It is based on 90% of her $80,000 gross income, starts on the first day after the crash, and pays before her employer disability plan.
b. It pays 90% of her $60,000 net income ($54,000 annualized), begins on the eighth day after the crash, and pays after her employer disability plan.
c. It is based on 75% of her $60,000 net income, begins on the fourteenth day after the accident, and is reduced by her percentage of fault.
d. It pays a flat lump-sum settlement from the Permanent Impairment schedule on the eighth day, replacing all employer disability benefits.

85′. Marcus, a 67-year-old BC resident who is still working part-time as a bookkeeper with an annual net income of $40,000, is entirely at fault for a rear-end collision in BC that leaves him unable to work for six weeks. He has Employment Insurance (EI) sickness benefits available. Which statement accurately describes his eligibility for EAB Income Replacement?

67 岁的 BC 居民 Marcus 仍在兼职做簿记员，年税后净收入为 $40,000。他在 BC 的一起追尾事故中负全部责任，并因此六周无法工作。他有资格申领就业保险（EI）疾病津贴。下列哪项准确描述了他申领 EAB 收入替代的资格?

a. He is ineligible because individuals aged 65 or older and drivers who are 100% at fault are excluded from receiving Income Replacement.
b. He qualifies for 90% of his gross income starting on the first day of disability, and EAB pays ahead of EI sickness benefits.
c. He qualifies for Caregiver Benefits instead of Income Replacement because anyone over age 65 is automatically placed in the caregiver category.
d. He qualifies despite his age and fault, receiving 90% of his $40,000 net income starting on the eighth day and paying after EI.

86. A commercial truck registered in BC with a gross vehicle weight exceeding 5,000 kg is hauling retail freight for hire (not dangerous goods). The driver loses control on a BC highway and crashes into a roadside bakery, destroying the building facade and forcing the shop to close for three weeks. Under the truck's Basic Autoplan Third-Party Liability (TPL) coverage, how are the bakery owner's claims handled?

一辆在 BC 登记、总重超过 5,000 kg 的商用卡车正在收费承运零售货物（非危险品）。司机在 BC 公路上失控，撞进路边一家面包店，毁了门面，店被迫停业三周。按这辆卡车的 Autoplan 基本险第三方责任（TPL），面包店店主的索赔怎么处理?

a. The bakery owner can sue for the building damage and business interruption loss, and the heavy commercial truck automatically carries $1 million in Basic TPL.
b. All lawsuits are banned in BC, so the bakery owner must claim under Basic Vehicle Damage (BVD) up to $200,000 for both the building and the lost income.
c. The bakery owner can sue for the building damage and business interruption, and the truck automatically carries $2 million in Basic TPL because all commercial trucks get that limit.
d. The bakery owner can sue only for the building facade up to $200,000, because business interruption is excluded from all Third-Party Liability claims.

86′. While backing out of his own driveway in BC, Victor accidentally crashes his car into his own detached garage wall and also crushes an unlicensed utility trailer that he was towing on the public street without a required licence. How does Victor's Basic Third-Party Liability (TPL) respond to these damages?

Victor 在 BC 倒车驶出自家车道时，不慎撞坏了自己家的独立车库墙壁，同时还撞毁了他原本应当上牌却未上牌就拖上公共道路的挂车。Victor 的基本险第三方责任（TPL）对这些损失如何响应?

a. Basic TPL pays up to $200,000 for the garage wall because it is non-vehicle property, and pays 50% of the unlicensed trailer damage.
b. Basic TPL pays for the unlicensed trailer under the off-highway exception, while the garage wall is covered under the Statutory Uninsured Motorist Provision.
c. Basic TPL covers neither loss, because property owned or rented by the insured and towing an unlicensed trailer that requires a licence are TPL exclusions.
d. Basic TPL covers both the garage wall and the trailer up to $1 million because residential driveways are exempt from highway licensing rules.

87. Nora is involved in a two-car collision on a BC highway. Her car sustains $15,000 in repairable damage, and she is determined to be 40% at fault for the crash. She carries Basic Autoplan plus optional Collision coverage with a $500 deductible. How will her vehicle repair costs and deductible be settled?

Nora 在 BC 公路上发生两车碰撞事故。她的车产生 $15,000 的可修复车损，且她被认定对此次事故负 40% 的责任。她投保了基本险以及免赔额为 $500 的可选碰撞险。她的修车费用和免赔额将如何结算?

a. Basic Vehicle Damage (BVD) pays nothing because she was partially at fault; optional Collision pays $15,000 minus the full $500 deductible.
b. BVD pays 60% ($9,000), and optional Collision covers her 40% at-fault share ($6,000) with Nora paying 40% of her Collision deductible ($200).
c. BVD pays the entire $15,000 up to the $200,000 limit regardless of fault, and Nora pays 40% of a $750 statutory deductible.
d. BVD pays 40% ($6,000) representing her fault share, while the other driver's Third-Party Liability pays the remaining 60% ($9,000).

87′. While parked on an unpaved off-highway forest service trail in BC, Gavin's licensed pickup truck is struck by a farm tractor, causing $4,000 in body damage. Gavin is 0% at fault and carries both Basic Autoplan and optional Collision coverage. How is the $4,000 damage to Gavin's pickup covered?

Gavin 将持牌皮卡停在 BC 一条非公路的林区土路上时，被一辆农用拖拉机撞击，造成 $4,000 车身损坏。Gavin 负 0% 责任，且同时持有基本险和可选碰撞险。Gavin 皮卡的 $4,000 损失应如何获赔?

a. BVD does not apply because a farm tractor is a non-standard vehicle in an off-highway crash; Gavin uses his optional Collision coverage.
b. BVD pays the full $4,000 with no deductible because Gavin was 0% at fault and the incident occurred within BC's territorial limits.
c. Inverse Liability pays 100% of the $4,000 repair bill because off-highway forest trails are treated as no-lawsuit jurisdictions.
d. The Statutory Uninsured/Unidentified Motorist Provision pays $4,000 minus a $750 deductible because farm tractors are exempt from standard plates.

88. A BC policyholder is driving in a U.S. state that permits motor vehicle injury lawsuits. An at-fault local driver runs a red light and severely injures the BC policyholder. The court awards $600,000 in damages, but the at-fault driver's Third-Party Liability limit is only $50,000. Under the rules tested on the exam, which Basic Autoplan coverage responds to the $550,000 shortfall and up to what maximum limit?

一位 BC 保单持有人在美国某个允许车祸人伤诉讼的州驾车。当地一名全责司机闯红灯并严重撞伤该 BC 保单持有人。法院判赔 $600,000，但肇事司机的第三方责任险限额只有 $50,000。按照考试口径，哪一项基本险保障会弥补这 $550,000 的差额，最高限额是多少?

a. Basic Vehicle Damage (BVD), up to a maximum limit of $200,000 per accident.
b. Inverse Liability, paying 100% of the $550,000 bodily injury shortfall with no overall cap.
c. Underinsured Motorist Protection (UMP), covering the difference up to a maximum limit of $1 million per injured person.
d. Statutory Uninsured/Unidentified Motorist Provision, covering the difference up to $200,000 subject to a $750 deductible.

88′. Which of the following statements accurately describes the eligibility rules for Underinsured Motorist Protection (UMP) under Basic Autoplan?

下列哪项陈述准确描述了基本险下保额不足驾驶人保障（UMP）的适用条件?

a. UMP applies only outside BC and never responds to any off-highway accident occurring within BC.
b. UMP requires both that the injured insured or household member is not entitled to EAB and that the at-fault driver's TPL cannot pay the awarded damages.
c. UMP pays up to $200,000 to repair a BC resident's fence or building struck on a BC highway by an unidentified hit-and-run driver.
d. UMP automatically tops up Enhanced Accident Benefits (EAB) up to $1 million for any collision on a BC highway where the driver is 0% at fault.

89. During a violent windstorm at night, a large cedar tree falls across a BC highway. Driving around a bend moments later, Liam cannot stop in time and crashes the front of his car into the fallen tree lying on the road. If Liam carries both optional Collision and Comprehensive coverages, which coverage responds to the damage to his car?

在一个暴风夜，一棵大雪松倒在 BC 公路上。片刻后 Liam 驾车转过弯道，来不及刹车，车头直接撞上已经横倒在路面上的树。如果 Liam 同时购买了可选的碰撞险和综合险，哪一项保障会赔付他的车损?

a. Comprehensive coverage, because the tree was blown down by a windstorm and weather perils are always Comprehensive claims.
b. Specified Perils coverage, because fallen trees on a roadway are classified under windstorm and earthquake perils.
c. Basic Vehicle Damage (BVD), because the fallen tree was not Liam's fault and BVD covers all single-vehicle road hazards.
d. Collision coverage, because the car struck an object already lying on the roadway rather than being hit by a falling object.

89′. Hannah wants to know how different own-damage claims affect her insurance and which perils are covered under each option. Which of the following comparisons among Collision, Comprehensive, and Specified Perils is correct?

Hannah 想了解不同的自车损失索赔如何影响她的保险，以及每种选项各自承保哪些风险。下列关于碰撞险、综合险和列明风险险的比较哪一项是正确的?

a. Hitting a live deer on the highway and windshield damage are covered under Collision, whereas hitting a pothole is covered under Comprehensive.
b. Specified Perils covers hail, rising water, and theft, but it does not cover vandalism, malicious mischief, hitting an animal, or windshield damage.
c. Comprehensive covers laptops stolen from the back seat and theft of the car by a family member living in the household, without affecting the driver factor.
d. Most private passenger cars are rated for own-damage using the declared value method, while motorhomes and motorcycles use rate groups.

90. Owen leaves his BC-plated sedan at a local auto repair shop for a brake inspection and gives the mechanic explicit permission to road-test the car. While road-testing Owen's car, the mechanic negligently causes a collision. Later that month, Owen plans a road trip driving from BC through Washington and California into Mexico. Which statement is correct regarding Owen's Basic Autoplan policy?

Owen 把他在 BC 上牌的轿车留在当地一家汽车修理厂检查刹车，并明确许可修车师傅上路试车。修车师傅在试车时因疏忽引发碰撞事故。当月晚些时候，Owen 计划从 BC 自驾途经华盛顿州和加州进入墨西哥旅行。关于 Owen 的基本险保单，下列哪项陈述是正确的?

a. The mechanic is excluded from Owen's Basic policy despite having permission (requiring a garage policy), and Owen's policy covers him in the U.S. but not once he enters Mexico.
b. The mechanic is covered under Owen's Basic policy because he held a valid licence and had the owner's permission, and coverage extends throughout North America including Mexico.
c. The mechanic is covered under Owen's Basic policy up to $200,000, but Owen's policy stops at the U.S. border unless he buys an out-of-province endorsement.
d. Neither the mechanic nor a ferry trip between BC and Washington State is covered under Basic Autoplan, because coverage applies only on paved roads inside BC.

90′. Which of the following individuals is covered as an 'insured' under a vehicle owner's Basic Autoplan policy when an accident occurs?

当发生事故时，下列哪一位人员作为“被保险人（insured）”受到车主基本险保单的保障?

a. A hotel valet parking attendant who holds a valid driver's licence and has the vehicle owner's permission to park the car in the hotel lot.

b. The vehicle owner while driving the BC-plated car on a coastal highway in Baja California, Mexico.

c. A used-car dealership salesperson taking a customer's trade-in vehicle for an appraisal drive on a public road with the owner's consent.

d. A licensed neighbour who borrows the vehicle with the lessee's permission to board a ferry between Victoria, BC and Port Angeles, Washington.

91. Priya, a BC resident who does not own a car and does not hold a driver's licence, wakes up to find that an unidentified hit-and-run driver veered off a BC public road overnight and smashed her front wooden fence and her bicycle parked by the porch, causing $3,500 in damage. She has no other insurance covering this loss. What coverage, if any, is available to Priya?

Priya 是一位既没有车也没有驾照的 BC 居民。她早上醒来发现，夜间有一名身份不明的肇事逃逸司机驶出 BC 公共道路，撞毁了她家门前的木围栏和停在门廊旁的自行车，造成 $3,500 损失。她没有其他保险承保这笔损失。Priya 可以获得什么保障（如有）？

a. She has no coverage because she does not own a vehicle or hold an Autoplan policy.

b. Underinsured Motorist Protection (UMP) pays the full $3,500 with zero deductible because the unidentified hit-and-run driver carries $0 in liability coverage.

c. The Statutory Uninsured/Unidentified Motorist Provision covers her non-vehicle property damage up to $200,000, subject to a $750 hit-and-run deductible.

d. Inverse Liability covers 100% of the $3,500 fence and bicycle damage because the unidentified hit-and-run driver cannot be sued in a BC court.

91′. Kevin's BC-plated car is damaged in an accident in which the other driver is 75% at fault and Kevin is 25% at fault. The accident triggers Kevin's Basic Inverse Liability coverage, and Kevin also carries optional Collision coverage. How do Inverse Liability and Collision work together to settle Kevin's vehicle damage and Collision deductible?

Kevin 在 BC 上牌的轿车在一起事故中受损，对方司机负 75% 责任，Kevin 负 25% 责任。该事故触发了 Kevin 基本险中的反向责任保障，且 Kevin 同时购买了可选碰撞险。反向责任与碰撞险将如何配合处理 Kevin 的车损及碰撞险免赔额?

a. Inverse Liability applies only if the crash occurred outside BC, and it requires Kevin to pay 100% of his Collision deductible out of pocket.

b. Inverse Liability pays 75% of the damage (the other driver's fault share), Collision covers Kevin's 25% share, and Basic coverage pays 75% of his Collision deductible.

c. Inverse Liability pays 25% of the vehicle damage, while the Statutory Uninsured Motorist Provision pays the remaining 75% subject to a $750 statutory deductible.

d. Inverse Liability pays 100% of the repair cost up to $1 million as long as Kevin is not entitled to Enhanced Accident Benefits.

第 14 章 · 车险可选保障与保障条件 BC 车险

带 ′ 的是同一考点的变式题：主题题做错时再做它。

92. A car owner in Kelowna has a new basic auto policy with automatic Unlisted Driver Protection (UDP). Her adult brother, who lives in the same house, borrows her sedan for only the second time this year and causes an at-fault collision. How does UDP respond to this accident?

基隆拿一位车主有一份自动附带未列名驾驶人保障（UDP）的新基本车险保单。与她同住一栋房子的成年弟弟今年第二次借开她的轿车，并造成了一起有责碰撞事故。UDP 对这起事故如何响应?

a. UDP applies without penalty because he drove the vehicle fewer than 12 days in the past 12 months.

b. UDP does not apply because household family members are excluded, exposing the owner to the Unlisted Driver Accident Premium.

c. UDP covers the first accident for a household member, provided the owner pays a fee at the next renewal.

d. UDP applies as long as the brother holds a valid driver's licence and has had no accidents since September 1, 2019.

92′. A bakery owner in Victoria lends her personal SUV to one of her full-time bakery employees for a single afternoon errand. The employee is not listed on the policy and causes an at-fault crash. Why will Unlisted Driver Protection (UDP) NOT protect the owner from a penalty?

维多利亚一位面包店老板把自己的私人 SUV 借给店里一名全职雇员跑一下午腿。该雇员未在保单上列名，并造成了一起有责车祸。为什么未列名驾驶人保障（UDP）不能帮车主免受罚金?

a. Because UDP never applies when a personal vehicle is driven during weekday business hours.

b. Because UDP must be purchased for an extra premium before it takes effect on a new policy.

c. Because UDP only covers unlisted drivers who operate the vehicle for at least 12 days a year.

d. Because employees of the registered owner, lessee, or principal operator are excluded from UDP.

93. A commuter in Burnaby carries Comprehensive coverage on his hatchback but has not purchased Optional Loss of Use. Overnight, thieves steal all four wheels and tires from his parked car, leaving it on blocks for five days while replacements are ordered. How does Automatic Loss of Use respond to his transit expenses?

本拿比一位通勤族为他的掀背车买了综合险，但没有加买可选使用损失。夜间小偷把他停着的车的四个车轮和轮胎全部偷走，车被垫在砖块上停了五天等待配件。自动使用损失（Automatic Loss of Use）对他的公交费用如何响应?

a. It pays no transit costs because Automatic Loss of Use covers only theft of the entire vehicle, not theft of parts.

b. It reimburses transit costs starting 72 hours after the theft of the wheels is reported to the police.

c. It reimburses transit costs immediately after the theft, subject to the Comprehensive deductible.

d. It pays for a rental car immediately, provided the cost of the stolen wheels exceeds the policy deductible.

93′. A driver in Surrey has Specified Perils coverage only, without any optional Loss of Use endorsement. Her entire vehicle is stolen from her driveway and she reports the theft to the police at once. When does her Automatic Loss of Use coverage begin to pay for alternative transportation?

素里一位驾驶人只买了列明风险险，没有加买任何可选使用损失。她的整辆车从自家车道被盗，她立即向警方报了案。她的自动使用损失保障从什么时候开始支付替代交通费用?

a. Immediately after the theft occurs, as long as she rents a similar vehicle.

b. After 12 hours have passed from the time the theft was discovered.

c. At 72 hours after the theft of the entire vehicle is reported to the police, with no deductible.

d. Never, because Automatic Loss of Use is included only with Comprehensive, not Specified Perils.

94. A driver in Kamloops has Comprehensive coverage and the seven-item roadside package. While driving to a conference, her car is disabled by a collision. Two hours later, she takes a taxi to her conference hotel, and the next day her battery dies on another vehicle requiring a boost and a new battery. Which statement accurately describes how the seven-item package responds?

坎卢普斯一位驾驶人买了综合险和七件套附加包。在开车去开会的路上，她的车因碰撞无法行驶。两小时后她打车去了会议酒店；次日她另一辆同套餐的车电瓶没电，需要搭电并换新电瓶。下列哪项准确描述了该七件套的赔付?

a. Destination Assistance pays for a rental car to finish her trip, and roadside emergency coverage pays for both the boost service call and the new battery.

b. Destination Assistance covers the taxi taken within 12 hours, and roadside emergency covers the boost (up to twice per term) but excludes the new battery.

c. Destination Assistance applies only if the car is stolen, and roadside emergency coverage is unlimited per policy term.

d. Both the taxi to the hotel and the emergency boost are already included in the standard four-item package.

94′. A resident of Washington State registers and insures a vehicle in British Columbia and purchases the four-item optional package. Which components of that four-item package are NOT available to this non-resident insured?

一位华盛顿州居民在 BC 省为车辆登记投保，并购买了四件套可选套餐。该非 BC 居民投保人不能享受四件套中的哪几项保障?

a. Rental-Vehicle Coverage and Vehicle Travel Protection for the non-resident.

b. Increased Loss of Use and Lock, Key, and Remote Entry Transmitter coverage.

c. Destination Assistance and Theft Deductible Waiver.

d. Income Top-Up and Off-Highway Third Party Liability.

95. An insured buys Limited-Depreciation Coverage on the exact day her passenger car enters its third model year. Four months later, the car is completely destroyed by an accidental garage fire. How will the insurer settle this total loss?

一位投保人在她的私家车进入第 3 个年款（model year）当天购买了限折旧险（Limited-Depreciation Coverage）。四个月后，该车因车库意外火灾全损。保险公司将如何理赔这起全损?

a. It will pay the full replacement price including inflation, because fire is a standard Comprehensive peril.

b. It will apply Limited-Depreciation Coverage as long as the repair estimate for the fire damage exceeds 50% of the vehicle's current market value.

c. Limited-Depreciation excludes this loss because when bought in the third model year, total losses from fire, theft, vandalism, or malicious mischief are not covered.

d. It will deny all coverage because vehicles in their third model year are only eligible for New Vehicle Replacement Plus.

95′. A contractor in Nanaimo buys a brand-new first-model-year light commercial pickup weighing 4,800 kg GVW and a new motorhome for family vacations. Both have Collision and Comprehensive coverage. He asks for New Vehicle Replacement Plus on both vehicles. Which statement is correct?

纳奈莫一位承包商买了一辆全新的第 1 个年款、总重 4,800 kg 的轻型商用皮卡，以及一辆全家度假用的新房车（motorhome）。两辆车都买了碰撞险和综合险。他想为两辆车都买新车重置升级（New Vehicle Replacement Plus）。下列哪项是正确的?

a. Neither vehicle qualifies because commercial trucks and recreational vehicles are completely excluded from new vehicle protection.

b. The 4,800 kg pickup qualifies (total loss at over 50% of market value), whereas the motorhome is ineligible for coverage.

c. Both vehicles qualify, provided the repair estimate threshold of 90% of market value is met.

d. Only the motorhome qualifies, because commercial vehicles over 3,000 kg cannot buy New Vehicle Replacement Plus.

96. An agro-tourism farm in Chilliwack uses a licensed multi-utility vehicle in its berry fields off the highway, and also operates a heavy commercial truck hauling dangerous goods on public highways. What is the maximum Extended Third Party Liability limit for the dangerous goods truck, and what deductible applies to Off-Highway Third Party Liability for the field vehicle?

奇利瓦克一家观光农场在非公路的浆果田里使用一辆持牌的多用途车，同时在公共公路上运营一辆运输危险品的重型商用卡车。这辆危险品卡车的延伸第三方责任最高可加到多少？田间车辆的非公路第三方责任适用多少免赔额？

a. Up to $5 million for the dangerous goods truck; a $750 deductible for Off-Highway Third Party Liability.
b. Up to $10 million for the dangerous goods truck; a $500 deductible for Off-Highway Third Party Liability.
c. Up to $2 million for the dangerous goods truck; no deductible for Off-Highway Third Party Liability.
d. Up to $10 million for the dangerous goods truck; no deductible applies to Off-Highway Third Party Liability.

96′. A high-earning software architect lives in Vancouver, does not own a car, holds no auto insurance policy, and has no employer disability plan. She wants to buy Income Top-Up in case she is injured in a motor vehicle crash. How is Income Top-Up issued and what is the maximum amount she can purchase?

温哥华一位高收入软件架构师名下没车、没有任何车险保单，也没有雇主伤残收入保障。她想买收入补足（Income Top-Up）以防在车祸中受伤。收入补足如何出单？她最高可以加买多少额度？

a. She cannot buy it because an active basic auto policy is required to add Income Top-Up.
b. It is issued as a separate policy in up to 10 increments of $10,000, for a maximum increase of $100,000.
c. It is printed on a standard auto policy in five increments up to $200,000.
d. It is issued as a separate policy, available only up to $50,000 for residents who do not own a vehicle.

97. A resident of Prince George buys a new pickup truck at a dealership in Montana and wants temporary coverage to drive it back to British Columbia for registration. He obtains a temporary operation binder (APV38). Which statement about this coverage is true?

乔治王子城一位居民在美国蒙大拿州的车行新买了一辆皮卡，想办一份临时保障把车开回 BC 省登记。他办了车主临时保险证（APV38 binder）。关于这项保障，下列哪项说法是正确的？

a. It covers 1 to 31 days for a vehicle bought in Canada or the continental US and driven to BC, though local operating permits may still be needed.
b. It automatically serves as a valid registration and operating permit in every US state and Canadian province for a period of up to 60 days.
c. It has the exact same legal meaning as a standard general insurance binder used in property insurance.
d. It also covers unlicensed farm tractors crossing a BC highway between two fields.

97′. An enthusiast owns a 32-year-old restored automobile with vintage plates and a Vintage Motor Vehicle Certificate. Which of the following trips is permitted and covered under this certificate?

一位车迷拥有一辆车龄 32 年、已复原并挂 vintage 牌照、持有古董车证书（Vintage Motor Vehicle Certificate）的汽车。在该证书下，下列哪一次出行是被允许且受保障的?

a. Driving the car to the grocery store on a sunny Sunday afternoon for general pleasure.

b. Driving the car at midnight to a car club event even though its headlights do not meet current safety standards.

c. Driving the vehicle during daylight hours to participate in a community parade or wedding ceremony.

d. Parking the unregistered car on a public street all winter while it is not in use.

98. A courier driver in Abbotsford fails to renew his driver's licence, which expired two months ago. While making a delivery, he runs a stop sign, injuring a cyclist and damaging both his own van and a parked car. Under the rules tested on the exam for a breach of coverage conditions, what is the outcome?

阿伯茨福德一位送货司机的驾照两个月前过期未续。在送货途中，他闯了停牌，撞伤一名骑车人并撞坏了他自己的货车和路边一辆停着的车。按考试口径关于违反保障条件的规则，结果是什么?

a. The insurer refuses to pay either the injured third parties or the courier driver, leaving the victims to sue the driver personally.

b. The insurer pays for the courier driver's van after applying a doubled deductible, and covers the third parties in full.

c. The insurer covers both the third parties and the van because an expired licence is an administrative matter, not a breach of condition.

d. The insurer pays the third-party claims for the cyclist and parked car, denies the driver's van claim, and seeks recovery from the driver.

98′. After drinking heavily at a party, a motorist loses control on a curve and rolls her sports car into a ditch, damaging only her own vehicle. Attending police officers note that she is intoxicated to the point of being incapable of proper control of the vehicle, but they do not lay charges. How does the insurer handle her own-damage claim?

一位驾驶人在聚会上大量饮酒后，在弯道失控将跑车翻进沟里，只撞坏了她自己的车。到场警察记录她已醉到无法正常控制车辆的程度，但没有提起起诉。保险公司如何处理她的自车损失理赔?

a. It must pay the claim because a breach of condition for impaired driving requires a criminal charge and conviction.

b. It denies the claim because she was incapable of proper control of the vehicle due to alcohol, even without charges.

c. It pays 50% of the vehicle's actual cash value since no third-party property was damaged.

d. It denies the claim only if the vehicle was also being used in a race or speed test at the time of the rollover.

第 15 章 · 经纪人监管与职业操守 行业与监管

带 ′ 的是同一考点的变式题：主题题做错时再做它。

99. A client in British Columbia wishes to file a formal complaint alleging misconduct by a licensed general insurance broker and seeks disciplinary action against the broker's licence. Which body has the delegated authority to handle licensing, complaints, and disciplinary matters for brokers in British Columbia?

不列颠哥伦比亚省（BC）的一位客户希望对一名持牌普通保险经纪人的不当行为提出正式投诉，并要求对该经纪人的牌照采取纪律处分。在 BC 省，哪个机构拥有受委托的权力来处理经纪人的牌照、投诉和纪律事务?

a. The federal Superintendent of Financial Institutions in Ottawa

b. The Insurance Council of British Columbia under authority delegated by the province

c. The provincial brokers' professional association that administers licensing examinations

d. The Registered Insurance Brokers of Ontario under reciprocal provincial authority

99′. An insurance broker in British Columbia is dissatisfied with a disciplinary ruling issued by the Insurance Council of British Columbia. Under the regulatory framework tested on the exam, to whom may the Insurance Council's decision generally be appealed?

不列颠哥伦比亚省（BC）的一名保险经纪人对 BC 省保险理事会作出的纪律裁决不服。在考试所测的监管框架下，保险理事会的决定一般可以向谁提出上诉?

a. The board of directors of the provincial insurance brokers' association

b. The national committee of the Canadian Council of Insurance Regulators

c. The federal Minister of Finance responsible for financial institutions

d. The provincial Superintendent of Financial Institutions in British Columbia

100. Which of the following statements concerning the three-level step licensing system for general insurance brokers in British Columbia is INCORRECT?

关于不列颠哥伦比亚省（BC）普通保险经纪人的三级分级牌照制（step licensing），下列哪一项陈述是不正确的?

a. A Level I licensee is generally restricted to working inside the brokerage office under the supervision of a Level II or Level III licensee at all times

b. A Level II licensee may solicit and transact general insurance both inside and outside the brokerage office while supervised by a Level III licensee

c. A Level II licensee automatically qualifies for a Level III licence to manage a brokerage after completing a set number of years of work experience

d. Only a Level III licensee who has satisfied the highest knowledge requirements is permitted to own or manage a general insurance brokerage office

100′. Maya holds a Level II general insurance licence in British Columbia and has several years of successful sales experience. She now wants to open and manage her own independent insurance brokerage. Under the step licensing rules, what is her status?

Maya 持有 BC 省二级（Level II）普通保险牌照，并拥有多年成功的销售经验。她现在想开设并管理自己独立的保险经纪行。根据分级牌照规则，她的资格状况如何?

a. She cannot own or manage a brokerage until she demonstrates the additional knowledge required to obtain a Level III licence
b. She may manage the brokerage immediately because a Level II licence permits working outside the office without restriction
c. She qualifies to upgrade to a Level III licence automatically based on her years of continuous industry tenure
d. She may own and manage the brokerage provided she restricts its operations to personal lines property insurance

101. A broker licensed and operating in British Columbia is asked by a local client to insure a commercial warehouse the client just purchased in a neighbouring province. Which statement accurately describes the licensing and policy requirements for this transaction?

一位在 BC 省持牌执业的经纪人，受本地客户委托为其刚在邻省购置的一座商业仓库投保。下列哪项陈述准确描述了该笔交易的牌照与保单要求?

a. The broker must be licensed in every province where business is done, and the policy must be countersigned by a licensed broker in that province who shares the commission
b. Because the broker's British Columbia licence is continuous with an annual filing requirement, it automatically grants reciprocal authority across all western provinces
c. The broker may place the coverage without holding an out-of-province licence as long as the client's head office resides in British Columbia and pays the premium there
d. The broker only needs a sponsor from the provincial brokers' association to issue a temporary three-year interprovincial binder covering the out-of-province warehouse

101′. Regarding licence sponsorship and licence terms across Canadian provinces, which of the following statements is CORRECT?

关于加拿大各省的牌照保荐（sponsorship）与牌照期限，下列哪一项陈述是正确的?

a. A self-employed broker applicant must be sponsored by the provincial brokers' association, and licences in British Columbia expire every three years
b. Every Canadian province issues general insurance broker licences for a uniform one-year term without exception, subject to an annual renewal fee
c. A self-employed applicant is sponsored by the insurer they represent, and a licence in British Columbia is continuous with an annual filing requirement
d. A standard All Classes Other Than Life licence automatically entitles an Ontario broker to sell travel insurance without any additional licence

102. Under the licensing provisions of the Insurance Act tested on the exam, which of the following actions by a broker would NOT be grounds for licence revocation as illegal rebating?

根据考试所测《保险法》的牌照规定，经纪人的下列哪项行为不会因构成违法回扣（rebating）而成为吊销牌照的事由？

a. Refunding a portion of the stated policy premium in cash to a bakery owner so that a renewal quote matches a lower competing quote

b. Offering a prospective client a complimentary one-year fitness club membership if the client transfers all commercial policies to the brokerage

c. Crediting a portion of the broker's commission directly back to the insured outside the policy to close a competitive fleet account

d. Giving clients promotional pens and coffee mugs of minimal value, or applying a premium discount authorized by the insurer in the policy

102′. Two insurers offer identical coverage for a hardware store, but one insurer's quote is higher than the other's. To persuade the store owner to accept the higher-priced policy, the broker offers to pay the premium difference out of pocket in cash. How is this action treated under the exam rules?

两家保险公司为一家五金店提供相同保障，但其中一家的报价高于另一家。为了说服店主接受报价较高的保单，经纪人提出自己掏腰包用现金补退保费差价。按考试规则，这一行为如何定性？

a. It is permissible price matching as long as the rebate is less than twenty-five percent of the stated policy premium

b. It constitutes illegal rebating in violation of the Insurance Act and is grounds for revoking the broker's licence

c. It is treated as an acceptable promotional giveaway because the cash refund merely equalizes the two competing quotes

d. It violates only the voluntary standards of the brokers' association and cannot affect the broker's provincial licence

103. Brokers hold client premiums in trust until those funds are remitted to the insurer. Under the grounds for licence revocation, misappropriation of trust funds includes three specific behaviours. Which of the following correctly lists all three?

经纪人将客户保费以信托方式持有，直至交给保险人。在吊销牌照的事由中，挪用信托资金（misappropriation of trust funds）包括三种具体行为。下列哪一项正确列出了这三种行为？

a. Tied selling, charging unconscionable service fees, and failing to disclose insurer sales incentives

b. Poor financial control, willful misstatement of the trust position, and embezzlement of client trust funds

c. Placing risks with unlicensed insurers, rebating premiums, and failing to countersign out-of-province policies

d. Negotiating credit terms with an insurer, investing commission income, and refunding cancelled policy premiums

103′. A brokerage collects renewal premiums from several policyholders and withholds the money without justification well past a specific deadline, resulting in disciplinary proceedings to revoke its licence. Which document establishes the deadline for remitting collected premiums to the insurer?

一家经纪行向多名投保人收取了续保保费，却毫无理由地扣留资金，远超特定期限仍未上交，导致面临吊销牌照的纪律处分程序。向保险人上交已收保费的期限是由哪份文件约定的?

a. The agency agreement signed between the brokerage and the insurer
b. The Canadian Council of Insurance Regulators report on conflicts
c. The personal pledge signed with the provincial brokers' association
d. The federal Privacy Act and complementary provincial privacy laws

104. A longtime client asks a general insurance broker to arrange specialized aviation hull coverage for a newly acquired charter aircraft. The broker has never handled aviation risks and lacks a solid understanding of the coverage and procedures involved. Under the Code of Conduct principle of competence, what should the broker do?

一位老客户请普通保险经纪人为其新购入的包机安排专门的航空机身险。该经纪人从未处理过航空风险，对该保障和相关实务程序缺乏扎实了解。根据行为准则（Code of Conduct）中的「能力」（competence）原则，该经纪人应当怎么做?

a. Accept the account and learn the aviation procedures while placing the policy so the client does not move to a competitor
b. Bind temporary coverage immediately and rely on the insurer's underwriter to explain any gaps after the policy is issued
c. Decline to act for the client on this risk and recommend that the client consult another broker who possesses the required competence
d. Share the client's confidential financial files with neighbouring brokerages without asking the client in order to gather informal quotes

104′. Which of the following scenarios complies with the principles of Integrity and Confidentiality under the brokers' Code of Conduct?

下列哪个情境符合经纪人行为准则（Code of Conduct）中的「诚信」（Integrity）与「保密」（Confidentiality）原则?

a. A broker convicted of a criminal offence unrelated to insurance argues that the conviction has no bearing on professional integrity
b. After a commercial client moves to another brokerage, the former broker shares the client's confidential loss history with a competing business
c. A broker takes advantage of a young first-time buyer's inexperience and lack of sophistication to sell unnecessary policy endorsements
d. A broker continues to safeguard a former client's confidential information even after the agency relationship with that client has ended

105. Under the Code of Conduct rules tested on the exam regarding advising clients, fee disclosure, and professional associations, which statement is CORRECT?

根据考试所测行为准则中关于建议客户、收费披露以及行业协会的规定，下列哪一项陈述是正确的?

a. Any fee charged above the insurer's premium on an individual policy must be explained clearly in writing in advance, stating both the amount and the reason for the fee

b. A broker may require a client to purchase a homeowner policy as a condition of issuing an automobile policy whenever the two policies are bundled

c. A broker who complies with government legislation but fails to meet the higher ethical standards of a provincial brokers' association will have their licence revoked by the association

d. There is no need to inform a client about a policy warranty that is a condition of coverage unless a claim is later denied for breaching that warranty

105′. An insurer offers a broker a volume bonus for placing policies with that company. Meanwhile, another broker who belongs to a provincial brokers' association violates the association's higher ethical code without breaking the Insurance Act. Under the exam rules, how are these two situations governed?

一家保险人向经纪人提供业务量奖金；与此同时，另一名属于省级经纪人协会会员的经纪人违反了协会更高的伦理准则，但并未违反《保险法》。按考试规则，这两种情况分别如何处理?

a. The bonus never requires disclosure under any circumstances, and violating the association's higher ethical code results in automatic provincial licence revocation

b. The bonus must be disclosed if it is a factor in recommending that insurer to the client's detriment, and breaking the association's code may end membership

c. The broker is permitted to practice tied selling to earn the volume bonus, provided an extra service fee without any stated reason is charged to the policyholder

d. The broker has no obligation to report another licensee's clear violation of insurance laws to the regulator even when serious harm to clients is likely to occur

答案与逐项解析

第 1 章答案与解析

1 答案 b

a. ✗ 充当信贷体系的基础（basis of credit）确实是保险的五项社会功能之一，但并非公认的「主要」功能，属于「真话非主」陷阱。

b. ✓ 分散风险（spread of risk）即把少数出险者的损失分摊给多数缴纳保费的人，是五项功能中唯一被公认为「主要（main）」的功能。

c. ✗ 防损与减损（loss prevention）是保险的真实社会功能之一，但题干问的是 main purpose，不能把附带社会功能当成主要功能。

d. ✗ 提供就业与投资资本（employment and capital）属于五项功能之一，但不是保险存在的首要或主要功能，属于「真话非主」陷阱。

1′ 答案 d

a. ✗ 消除忧虑、鼓励创业（eliminates worry）是五项社会功能之一，但不是唯一的主要功能，掉入了「真话非主」陷阱。

b. ✗ 这是信贷体系的基础（basis of credit）功能，虽然表述本身正确，但并非主要功能。

c. ✗ 这是就业与投资资本（employment and capital）功能，并非题干所问的主要功能。

d. ✓ 把保费汇成资金池、让多数人分担少数人的损失即分散风险（spread of risk），是保险唯一的主要功能。

2 答案 a

a. ✓ 根据保险法定定义（legal definition of insurance）第五个要点，赔付可以是钱也可以是等值物（money or other thing of value），且选择修理、更换还是付现金的权利在保险人手中。

b. ✗ 选择修理、更换还是付现金的权利在保险人而不在被保险人（insured），误以为被保险人在修房前能指定要现金是常见陷阱。

c. ✗ 把「通常给钱」偷换成「法律只许给钱以确保精确补偿」属于赔付方式绝对化陷阱；法定定义明确允许赔付等值物。

d. ✗ 赔付方式的选择权依法归属保险人（insurer），不由独立经纪行在仓库保单出单时选定。

2′ 答案 c

a. ✗ 把财务责任转移给保险人并支付保费（premium）是法定定义的第一个要点，表述正确。

b. ✗ 只保将来可能遇到的意外损失、不保故意或已发生财产损失是法定定义的第四个要点，表述正确。

c. ✓ 法定定义第五点明确规定赔付可以是钱也可以是等值的东西（如修理或更换受损财产），说「必须只赔钱」是错误的绝对化陷阱，因此是本题要选的 NOT 项。

d. ✗ 赔付以补偿（indemnity）为限、出险后不多不少是法定定义的第三个要点，表述正确。

3 答案 c

a. ✗ 把被保温室建筑叫作 risk 是日常口语用法，在法定定义中建筑是保险标的（object of insurance），而碎天窗玻璃是损失结果而非起因，掉入了「口语偷换法定含义」陷阱。

b. ✗ 把风险（risk，温室业主亏钱的可能性）与危险（peril，冰雹这一造成损失的起因）两个法定定义正好颠倒了。

c. ✓ 在法定定义中，风险（risk）指亏钱的可能性，危险（peril）指造成损失的起因（如火、风、冰雹），两者对应完全准确。

d. ✗ 温室是保险标的（object of insurance），业主支付的保费（premium）是转移风险的对价，都不是危险或风险。

3′ 答案 a

a. ✓ 法定定义中风险（risk）指亏钱的可能性，而被保的那栋面包房建筑是保险标的（object of insurance），口语里常把标的叫成 risk，考场必须按法定含义区分。

b. ✗ 火灾等损失起因是危险（peril），不是 risk，面包房建筑本身也不是 peril。

c. ✗ 《Insurance Act》法定定义里的 risk 是亏钱的可能性，把受保的面包房实物财产当成法定定义的 risk 属于口语偷换陷阱。

d. ✗ 收取的保单保费（premium）和补偿（indemnity）与风险及面包房保险标的的定义完全不同。

4 答案 d

a. ✗ 若只退还房主十年前支付的买价 75,000 加元，房主就没有得到完整补偿，掉入了「买价误当补偿额」陷阱。

b. ✗ 只赔当前价值与原买价的净差额远低于实际损失，违反了补偿（indemnity）让人拿回实际损失、不少赔的原则。

c. ✗ 将原买价与火灾前一刻价值叠加赔付会让被保险人靠出事赚钱，违反了补偿原则「不多赔」的上限要求。

d. ✓ 补偿（indemnity）的目标是不多也不少地恢复实际损失，金额按损失发生前一刻的价值（140,000 加元）计算，而非当年的买价。

4′ 答案 a

a. ✓ 补偿（indemnity）按出事前一刻价值算，是为了让人拿回实际损失、既不靠出事赚钱也不少赔；不保故意损失是因为那会浪费社会资源。

b. ✗ 已经发生的损失绝对不保（即便同意付更高保费），否则人人都等出事再买，保险公司无法生存。

c. ✗ 补偿按受损房屋在损失发生前一刻的价值计算，不是按历史购买价计算。

d. ✗ 限制在补偿范围内是为了防止从损失中获利或补偿不足，与私营股份公司留存保费或拒付现金理赔无关。

5 答案 a

a. ✓ 相互公司（mutual company）归保单持有人所有，首要目标是尽量低成本地提供保险，盈余通过红利（dividend）或后续费率调整返还给保单持有人；而股份公司（stock company）归股东所有并追求投资回报。

b. ✗ 由股东所有、追求投资回报的是股份公司（stock company），省政府经营的是政府保险人（government insurer），把三者 ownership 搞混了。

c. ✗ 加拿大大部分一般保险业务由股份公司承保而非相互公司，且相互公司的盈余归保单持有人而非外部股东。

d. ✗ 在 BC、SK、MB、QC 四省向居民提供强制汽车险的是政府保险人（government insurer），相互公司属于私营保险人。

5′ 答案 b

a. ✗ 虽然 BC、SK、MB、QC 四省政府都办强制车险，但只有 BC、SK、MB 三省通过独立经纪行（independent brokerage）分销，QC 不在其内。

b. ✓ BC、SK、MB、QC 四省政府向居民提供强制汽车险，且 SK 的政府保险人（government insurer）还在汽车险以外的财产险等领域与私营公司竞争。

c. ✗ 由私人企业股东所有并向外部股市投资者派发年度利润分红的是私营股份公司（stock company），不是政府保险人。

d. ✗ 在财产与意外险（property and casualty, P&C）三大险种中，汽车险排第一且超过全部 P&C 保费的一半，财产险排第二，责任险排第三。

6 答案 c

a. ✗ 掉入了「代表一家等于雇员」陷阱：直营（direct writing）销售确实只卖一家，但他们是公司受薪雇员且业务归保险公司；Marcus 是小业主且拥有业务簿，不是直营。

b. ✗ 独立经纪（independent brokerage）通常代表多家保险公司，并非只有多公司经纪才能拥有业务簿；Marcus 只代表一家公司（外加剩余市场协会）。

c. ✓ 代理制（agency）的特征正是：像直营一样只代表一家保险公司（外加剩余市场协会 Facility Association），但身份是小业主，拿佣金和奖金，且客户业务簿（book of business）归自己所有。

d. ✗ 独立经纪和代理人都能把次标准汽车保单放到剩余市场协会（Facility Association），这与伦敦劳合社辛迪加无关。

6′ 答案 a

a. ✓ 「是代表单一保险公司的受薪雇员且客户业务簿归保险公司」是直营（direct writing）的特征；独立经纪（independent brokerage）不是保险公司雇员，通常代表多家公司，业务归经纪行所有，因此该项是不适用的错项。

b. ✗ 独立经纪行通常同时代表多家私营保险公司，也可就汽车险代表剩余市场协会（Facility Association），表述正确。

c. ✗ 保险公司按业务量向独立经纪行付佣金（commission），经纪行用佣金支付工资、房租等运营开支，表述正确。

d. ✗ 独立经纪是最主流的分销渠道（占八成以上 P&C 业务），且在 BC、SK、MB 三省经办政府强制车险，表述正确。

7 答案 b

a. ✗ 掉入了「把劳合社当保险公司」陷阱：伦敦劳合社（Lloyd's of London）不是一家股份保险公司，自己不从总部直接出单做保险业务，而是由承保人组成的市场。

b. ✓ 在劳合社市场中，承保人（underwriter）或辛迪加（syndicate）以自己的名义在承保条（slip）上认领一定风险比例，必须认满 100% 后才送到保单签章处（Policy Signing Office）盖钢印。

c. ✗ 承保条（slip）必须认满 100% 才能送保单签章处盖章，不存在认满 50% 就由承保代理人出单并由英国政府兜底的规则。

d. ✗ 给劳合社保单盖钢印的是劳合社的保单签章处（Policy Signing Office），而不是剩余市场协会（Facility Association）。

7′ 答案 c

a. ✗ 伦敦劳合社（Lloyd's of London）既不是由投保通信卫星和海上钻井平台的商业保单持有人拥有的加拿大相互保险公司，也不是保险公司，而是一个承保人市场。

b. ✗ 劳合社不是省政府保险人，不与私营公司争抢常规住宅财产和汽车险业务，而是主要承保常规保险公司接不了的特殊或复杂风险。

c. ✓ 劳合社本身不是保险公司，而是由承保人（underwriter）组成的市场，每个承保人以自己名义和资产认风险，复杂风险由多个承保会员组成辛迪加（syndicate）并由承保代理人（underwriting agent）管理。

d. ✗ 劳合社不是由受薪雇员直接为特殊商业风险出单的直营保险公司，业务需由经纪人将风险资料写在承保条（slip）上交由承保人认领比例。

第 2 章答案与解析

8 答案 a

a. ✓ 正确。填好的投保单是向保险公司发出的要约（Offer），保险公司必须作出无条件承诺（Unconditional Acceptance）才有合意（Agreement）；把 100 加元免赔额改成 500 加元属于未按要约出单，双方没有达成意思一致。

b. ✗ 错误（概念混淆陷阱）。对价（Consideration）是投保人支付保费或日后支付保费的承诺，本题问题出在双方对免赔额条款没有达成一致，而非缺乏对价。

c. ✗ 错误（要素张冠李戴陷阱）。隐瞒（Concealment）通常指投保人不实陈述或不披露重要事实；保险公司改写免赔额下发保单属于未按要约承诺，缺的是合意（Agreement）而非最大诚信（Utmost Good Faith）。

d. ✗ 错误（无中生有陷阱）。合意本身甚至不必是书面的，本题不成立的原因是出单内容与投保单要约不一致导致无合意，而不是缺乏批单（Endorsement）或真实意思（Genuine Intention）。

8′ 答案 c

a. ✗ 错误（附条件接受当合意陷阱）。虽然业主口头说了接受，但附带了把免赔额从 500 加元降到 100 加元的条件，不属于无条件承诺（Unconditional Acceptance），合同并未成立。

b. ✗ 错误（无效与未成立混淆陷阱）。可撤销（Voidable）发生在合同形式上已存在但某要素有瑕疵时；这里双方仍在讨价还价，根本没有达成合意（Agreement）。

c. ✓ 正确。合意（Agreement）要求一方提出要约、另一方作出无条件承诺；附条件的回应（要求把 500 加元免赔额改成 100 加元）说明双方仍在谈判，没有合意，因此合同尚未成立。

d. ✗ 错误（原则滥用陷阱）。最大诚信（Utmost Good Faith）要求双方诚实，但不能代替合意（Agreement）自动替未回复的保险公司答应新条款。

9 答案 b

a. ✗ 错误（商号直接当签约主体陷阱）。只写商号（Trade Name）的生意在法律上没有地位，不能单独缔约，必须带上业主的法定姓名和 t/a、d/b/a 或 o/a。

b. ✓ 正确。带有 Ltd. 或 Inc. 的公司（Corporation）是独立于股东的法律实体（Legal Entity），和自然人一样享有缔约能力（Legal Capacity），保单上不必写股东名字。

c. ✗ 错误（未成年人效力记错陷阱）。按考试考试口径，普通法成年年龄为 21 岁（多数省已降到 19 岁或更低），未成年人可为生活必需品（Necessities of life）有效订约，其他非必需品合同保留在合理期限内撤销（Voidable）的权利而非一律绝对无效。（注：此题考考试口径；BC 现行《Age of Majority Act》成年年龄为 19 岁，且《Infants Act》规定未成年人合同对未成年人不可执行、以成年后一年为期，不靠合理期限。）

d. ✗ 错误（商号直接当签约主体陷阱）。合伙企业虽有缔约权，但如果保单上只写店名（Trade Name）而不写合伙人法定姓名及连接词（t/a、d/b/a、o/a），在法律上没有缔约地位。

9′ 答案 a

a. ✓ 正确。按考试考试口径，成年年龄在普通法下是 21 岁（多数省已降到 19 岁或更低），未成年人可以为生活必需品（食物、衣服、住所）订立有效合同，其他合同则保留在合理期限内撤销（Voidable）的权利。（注：考试按考试口径作答；BC 现行《Infants Act》规定未成年人合同对未成年人不可执行，除非成年即 19 岁后一年内追认或未否认，例外清单中无生活必需品一项。）

b. ✗ 错误（无效与可撤销混淆陷阱）。未成年人就非生活必需品订立的合同在考试口径下是可撤销（Voidable），由受保护的未成年人在合理期限内选择是否撤销，而非自始绝对无效（Void）。

c. ✗ 错误（越权判断陷阱）。正如经纪人无权评估客户的精神状态一样，经纪人也无权单方面裁定未成年人的非必需品合同不可撤销，有争议应交由法院。

d. ✗ 错误（概念拼接陷阱）。加上 d/b/a 只是解决商号（Trade Name）挂靠业主法定姓名的问题，并不能赋予未成年人订立非生活必需品合同的完全缔约能力（Legal Capacity）。

10 答案 c

a. ✗ 错误（定义混淆陷阱）。回避（Avoidance）是彻底放弃活动以消灭亏钱可能（最不实用），而选择更高免赔额是自己承担更多小额损失，不属于把风险转给保险公司的转移（Transfer）。

b. ✗ 错误（顺序与概念双错陷阱）。装灭火系统是降低损失频率和严重度的控制（Controlling），不是转移；选高免赔额是自留（Retention），也不是控制。

c. ✓ 正确。安装防灾报警或喷淋系统以降低损失的频率和严重度属于风险控制（Controlling of risk）；用免赔额（Deductible）自己扛下一部分损失属于风险自留（Retention of risk），且免赔额越高、自留越多。

d. ✗ 错误（免赔额当风险转移/回避陷阱）。喷淋系统是控制（Controlling）而非自留（Retention），高免赔额是自留而非最不实用的回避（Avoidance）。

10′ 答案 b

a. ✗ 错误（头尾记反陷阱）。回避（Avoidance）因为要把正常生活和经营一并放弃，是最不实用（least practical）的方法；风险转移（Transfer，即买保险）才是最常用、最实用的方法。

b. ✓ 正确。纯风险（Pure risk）只有亏的可能、没有赚的可能，因此是唯一可保的风险类别；投机风险（Speculative risk）既可能亏也可能赚，不可保。

c. ✗ 错误（投机风险可保陷阱）。投机风险（Speculative risk，如创业、买股票、打牌下注）有获利可能，社会不允许人靠失败获利，无论免赔额多高都不可保。

d. ✗ 错误（夸大控制作用陷阱）。风险控制（Controlling）只能降低损失频率和严重度，并不是完整方案，因为风、冰雹、雷击这类自然危险是控制不了的。

11 答案 d

a. ✗ 错误（赃物与别人财产混为一谈陷阱）。期待继承姑妈的古董钟确实缺乏可保利益（Insurable Interest），但给偷来的赃物投保违背公共利益，违反的是标的合法（Legality of Object）。

b. ✗ 错误（赃物与别人财产混为一谈陷阱）。古董钟本身是合法财产，表兄不能获赔是因为对期待继承的东西没有可保利益（Insurable Interest），只有赃物才属于违反公共利益与标的合法（Legality of Object）。

c. ✗ 错误（乱点要素陷阱）。双方都交了保费（有对价 Consideration），也没有胁迫或错误，真正缺失的是赃物的标的合法（Legality of Object）与期待继承物的可保利益（Insurable Interest）。

d. ✓ 正确。口诀是「偷来的东西→违反标的合法（Legality of Object）；别人的或期待继承的东西→没有可保利益（Insurable Interest）」。期待继承物即便毁了，表兄现在的财务状况也无差别，因此无可保利益。

11′ 答案 a

a. ✓ 正确。受托保管人（Bailee，如干洗店、修车行、修表店）对客人交来保管或维修的财物依法负有责任，一旦受损会在财务上受损，因此具有可保利益（Insurable Interest）。

b. ✗ 错误（期待继承陷阱）。对期待继承的财物没有可保利益（Insurable Interest），因为即便钢琴现在毁损，孙辈当前的财务状况和之前并无差别。

c. ✗ 错误（他人财产陷阱）。邻居的车库烧毁不会让该房主在法律和财务上受损，给邻居的财产投保缺乏可保利益（Insurable Interest）。

d. ✗ 错误（赃物与别人财产混为一谈陷阱）。给偷来的赃物投保违背公共利益，违反的是标的合法（Legality of Object），合同不可强制执行。

12 答案 b

a. ✗ 错误（一般要素混淆陷阱）。真实意思（Genuine Intention）是一切合法合同都必须具备的五个基本要素之一，并非保险合同独有。

b. ✓ 正确。保险合同专有的三个要素是可保利益（Insurable Interest）、最大诚信（Utmost Good Faith）和补偿（Indemnity，确保赔付不多不少、不因出险获利）；「补偿」更是被直接点名为保险合同专有要素。

c. ✗ 错误（一般要素混淆陷阱）。对价（Consideration）是一切合同都必须具备的五个基本要素之一，不局限于保险合同。

d. ✗ 错误（一般要素混淆陷阱）。标的合法（Legality of Object）是一切合同通用的五个基本要素之一。

12′ 答案 d

a. ✗ 错误（无效与可撤销混淆陷阱）。「法律上视为从未存在」是无效（Void）的含义，而不是可撤销（Voidable）。

b. ✗ 错误（权利归属颠倒陷阱）。选择权在受害方（无过错方）手里，过错方无权强行要求合同继续有效。

c. ✗ 错误（无中生有陷阱）。可撤销合同不会自动变成临时保单（Binder）。

d. ✓ 正确。可撤销（Voidable）意味着过错方无权要求强制执行合同，而受损害的无过错方则保有选择权，既可以让合同继续有效，也可以选择将其撤销当作无效处理。

13 答案 a

a. ✓ 正确。口头临时承保与书面同样具有法律约束力（尽管实务中应立刻书面确认以免举证纠纷）；经纪人的承保权限（Binding Authority）来自代理协议（Agency Agreement）和费率手册（Rate Manual），超出权限承保又出险时，赔这笔钱的是经纪行（通过错误与遗漏 E&O 索赔），而不是保险公司。

b. ✗ 错误（口头无效陷阱）。口头承保与书面临时保单（Binder / Cover note）在法律上同样有约束力；要求立刻书面确认是为了防止日后就哪家公司、多少保额、保什么险种扯皮，而不是因为口头无效。

c. ✗ 错误（权限出处记漏陷阱）。承保权限有两个出处：代理协议（Agency Agreement）和费率手册（Rate Manual）；保险公司常把权限写在费率手册里，以便市场变化时不必逐家重谈协议。

d. ✗ 错误（临时保单性质误解陷阱）。临时保单（Binder）本身就是保险合同，在正式保单出来前就是合同的依据，适用与其他保险合同相同的条款，绝非单纯报价单。

13′ 答案 b

a. ✗ 错误（出处张冠李戴陷阱）。零售经纪人的承保权限（Binding Authority）来自保险公司的代理协议与费率手册，而非省成文法或临时保单（Cover note）本身。

b. ✓ 正确。经纪人的承保权限有两个出处：①代理协议（Agency Agreement）和②费率手册（Rate Manual）；写在费率手册里是为了市场变化或出了大赔案后，保险公司想调整权限时不必逐家重谈代理协议。

c. ✗ 错误（因果颠倒陷阱）。错误与遗漏（E&O）保险是在经纪人越权承保出险后用来赔付责任的，而不是授予承保权限的文件。

d. ✗ 错误（概念拼凑陷阱）。投保单（Application）是客户的要约，浮动保单（Floater）是保流动财产的改单文件，均不是承保权限的来源；且口头承保必须立刻书面确认。

14 答案 c

a. ✗ 错误（改条款乱选 Rider 或 Binder 陷阱）。临时保单（Binder）是在正式保单出具前先把保障绑上的临时合同，不是期中修改现有保单条款的文件。

b. ✗ 错误（文件用途混淆陷阱）。浮动保单（Floater）用于承保流动性大、常离开原地点的财产（如承包商工具、摄影师器材、珠宝），而非修改树木限额或删除除外责任。

c. ✓ 正确。保单的一切变更都必须经双方同意并采用书面形式；在三种改单文件框架中，确认合同条款变更（如调高树木限额、删除除外责任、加保玻璃意外破碎）的标准答案是批单（Endorsement）。

d. ✗ 错误（文件用途混淆陷阱）。另立保单（Separate Policy）是在原合同一字不动的情况下另买一份独立保单（如办公楼保单之外另买职业责任险），本题是直接修改原保单条款，应选批单（Endorsement）。

14′ 答案 d

a. ✗ 错误（文件用途混淆陷阱）。常离开原地点的摄影器材用浮动保单（Floater），办公楼保单不保的职业过失需要另立保单（Separate Policy），而不是临时保单（Binder）。

b. ✗ 错误（顺序与用途混淆陷阱）。流动摄影器材用浮动保单（Floater），而新增完全独立的职业责任险才用另立保单（Separate Policy）。

c. ✗ 错误（文件用途混淆陷阱）。临时保单（Binder）只用于正式出单前的临时保障，不能解决长期流动器材保障或新增独立险种的问题。

d. ✓ 正确。承保流动性大、常离开原地点的财产（如承包商工具、摄影师器材、珠宝）用浮动保单（Floater）；原合同一字不动、另买一份独立险种（如在办公楼保单外另买职业责任险，且不必是同一家保险公司）用另立保单（Separate Policy）。

第 3 章答案与解析

15 答案 b

a. ✗ 属于省级职责。省保险监理官（Superintendent of Insurance）负责执行《Insurance Act》，其中第一项就是监督并批准私营保险公司在本省销售的保险合同条款（Supervising terms and conditions of insurance contracts）。

b. ✓ 正确（即不属于省级职责）。省政府的监管职能包括监督合同条款、发放本省营业牌照、监控省注册保险公司的财务稳健与偿付能力（Solvency），但不为私营保险合同制定或统一保费水平。注：考试口径称省级监管者为 Superintendent of Insurance，BC 现行监管机构为 BCFSA。

c. ✗ 属于省级职责。保险公司在哪一个省开展业务，就必须取得该省的牌照（Licensing），即使它已经持有联邦牌照也不例外。

d. ✗ 属于省级职责。联邦注册公司的财务归联邦金融机构监理署（OSFI）监控，而按省章程成立的保险公司，其财务稳健和偿付能力由省监理官负责监控。

15′ 答案 c

a. ✗ 错在「无需省牌照」。讲义明确指出，在哪个省做业务就要在哪个省领牌，即使已经有联邦牌照（Federal Licence）也必须取得该省牌照。

b. ✗ 掉入「省政府定价」陷阱。省保险监理官负责监督合同条款和发牌，不为私营财产险设定保费水平。

c. ✓ 正确。联邦注册的保险公司由联邦金融机构监理署（OSFI）持续监控其财务稳健与偿付能力（Solvency），但进入任何一个省营业时，仍必须向该省保险监理官申领省级牌照。

d. ✗ 混淆了偿付能力监管与破产兜底机制。财产与意外险赔偿公司（PACICC）是在同业破产时先垫付有效索赔、再按直接承保保费向同业摊派（Assessment），不需要事前把全部保费存入 PACICC。

16 答案 a

a. ✓ 正确。经纪人作为受托人（Fiduciary），佣金要到保单期满才算完全赚到；只能用已赚佣金（Earned Commission）支付日常经营开支，未赚佣金（Unearned Commission）必须视为信托持有，以备保单提前取消时退还。

b. ✗ 掉入「把未赚偷换成全部」陷阱。随着保单时间推移，按月或按日已经赚到的那部分佣金（Earned Commission）经纪行可以用于发工资和运营，只有未赚部分才视为信托持有。

c. ✗ 掉入「省际规则以偏概全」陷阱。多数省份并不要求经纪行为保费单设信托账户（通常给 30 到 60 天汇付给保险人）；3 个银行工作日内存入独立信托账户（Trust Account）是安大略省的特殊要求。

d. ✗ 违背受托责任基本原则。虽然行业惯例允许经纪人先把佣金全额扣下、把余款汇给保险公司，但保费和佣金都要到保单期满才算完全赚到。

16′ 答案 b

a. ✗ 错在「满 60 天即全部视为已赚」。保费必须到 12 个月保期届满才算完全赚到；60 天只是代理协议常见的经纪行汇款期限上限（30 到 60 天），与保费是否赚到无关。

b. ✓ 正确。12 个月的保单过了 3 个月，保险人只赚到了 3/12（即四分之一），可用于支付工资、运营和赔款；剩余未赚保费（Unearned Premium）视为信托持有（Held in Trust），若保单提前取消须退还给被保险人。

c. ✗ 掉入「把未赚偷换成全部」陷阱。已过保期对应的已赚保费（Earned Premium）可以用来支付工资、运营开销和赔款，只有未赚部分才视为信托持有。

d. ✗ 错在「只有经纪人是受托人」。讲义明确指出，保险人和经纪人都是受托人（Fiduciaries），都对未赚取的那部分资金负有受托保管义务。

17 答案 b

a. ✗ 时间与天数全错。把 12:01 a.m. 换成了 p.m.，把被保险人地址换成了保险公司总部，又把终止通知的 15 天混进了搬移条款。

b. ✓ 正确。考试口径下，法定起保时刻为被保险人（Named Insured）地址的 12:01 a.m. 标准时间（Standard Time）；因承保危险威胁而搬往未列明地点的财产，受搬移条款（Removal Clause）保障 7 天或保单剩余期，取较短者。注：BC 现行《Insurance Act》条文未规定 12:01 a.m. 标准时间，时刻由保单约定，但考试答题一律按 12:01 a.m. 标准时间、被保险人地址。

c. ✗ 掉入「起保地址张冠李戴」陷阱。起保时刻以被保险人（Named Insured）的地址为准，而不是风险所在地（Location of the risk）；搬移条款也只保 7 天或剩余保期（取短者），不是 30 天。

d. ✗ 时刻、地点与期限均不符合规定。法定起保时刻不是午夜 12:00 或经纪行地址，搬移条款更有严格的「7 天或保单剩余期取短」限制。

17′ 答案 a

a. ✓ 正确。搬移条款（Removal Clause）三个条件全部命中：① 为防止承保危险（山火）造成损失而必须搬离；② 保障期为 7 天或保单剩余期取短者（剩余 4 天比 7 天短，所以保 4 天）；③ 可用保额须扣减原地点已发生的损失（120,000 减去 95,000，剩 25,000 加元）。

b. ✗ 漏掉了「取短者」与「扣减原地点损失」两条规则。保单只剩 4 天到期，不能保满 7 天；原地点已损失 95,000 加元，未列明地点最多只剩 25,000 加元保额可用。

c. ✗ 忽略了法定搬移条款例外。虽然保单通常只保列明地点，但为躲避承保危险、防止损失或进一步损失而搬往未列明地点时，法律强制延伸保障。

d. ✗ 混淆了搬离原因。只有受到承保危险威胁而被迫搬离才触发搬移条款；为了装修腾地方、家里放不下寄存别处，都不属于搬移条款的承保范围。

18 答案 c

a. ✗ 错在「口头」和「经纪人」。《Insurance Act》规定，任何条款的弃权（Waiver）必须采用书面形式，且由保险人为此授权的人（通常是公司高管）签字才有效，经纪人本身无权弃权。

b. ✗ 与保单交付效力规则相反。保单一旦交付（Delivered），对保险人即具有约束力，即使保费尚未支付，出险后保险人也必须照赔。

c. ✓ 正确。考试口径下，含有免赔额（Deductible）或共保条款（Coinsurance）等限额条款（Limitation Clause）的保单，必须在首页用红墨水（Red Ink）印上警示语，否则该限额条款对被保险人无约束力。注：BC 现行《Insurance Act》已将红墨水改为醒目粗体（Conspicuous Bold Type），但考试答题须选红墨水。

d. ✗ 错在「赔付前」和「以保险人自己名义」。代位求偿（Subrogation）必须在保险人赔付之后才产生，且向责任方提起的诉讼必须以被保险人的名义（In the name of the insured）进行。

18′ 答案 a

a. ✓ 正确。保单一旦交付（Delivery of Policy）即约束保险人，即使保费未付也必须理赔；保险人赔付之后取得代位求偿权（Subrogation），可以「站进被保险人的鞋里」，以 Marcus（被保险人）的名义向疏忽的承包商追偿。

b. ✗ 违反保单交付规则。保单已经交付给被保险人，即使还没付保费，合同对保险人依然有约束力。

c. ✗ 颠倒了理赔与代位求偿的顺序。代位求偿是保险人先向被保险人赔付承保损失，然后才代位行使对责任方的追偿权。

d. ✗ 错在「以保险人自己的名义」及「双倍索赔」。代位求偿诉讼必须以被保险人的名义提起，且只追偿已赔付的损失。

19 答案 d

a. ✗ 属于四项法定除外中的「直接加热（Application of heat）」且无实际燃烧。物品在受热过程中被烤焦而未引发敌意之火，被加热的那件东西本身不赔。

b. ✗ 属于友好之火（Friendly Fire）造成的损失。待在壁炉里的火没有跑出容器，属于友好之火；保单只保敌意之火（Hostile Fire），落入友好之火中的物品受损不保。

c. ✗ 属于四项法定除外中的「雷击电器（Lightning damage to electrical devices or appliances）」。虽然雷电是三项必保之一，但雷击直接打坏电器或设备本身属于法定除外。

d. ✓ 正确（引发的火灾照赔）。人为电流骤增（Other electrical currents）烧坏电视机本身属于法定除外，但除外规则「只除那件电器本身」——由它引发的后续火灾（点燃窗帘和沙发）属于敌意之火，保险人必须照赔。

19′ 答案 b

a. ✗ 混入了「风暴」并扩大了「爆炸」范围。三项法定必保是火、雷电、以及天然气 / 煤气 / 人造气的爆炸（Explosion of natural, coal, or manufactured gas），不含风暴，也不是一切爆炸。

b. ✓ 正确。火险保单的三项法定必保是火（Fire）、雷电（Lightning）和燃气爆炸（天然气、煤气或人造气）；同时雷击电器设备本身属于四项法定除外之一，但如果雷击电器后引发了火灾，后续火灾损失照赔。

c. ✗ 错在「承保友好之火」。友好之火（Friendly Fire）是指待在容器里的火（如壁炉里的柴火），保单只承保跑出容器外的敌意之火（Hostile Fire）。

d. ✗ 掉入「法定除外连坐后续火灾」陷阱。直接加热（Application of heat）除外只排除被熨烫的那件衣物本身；引燃烫衣板和厨房墙壁的火灾属于敌意之火，照常理赔。

20 答案 c

a. ✗ 掉入「临时活动算重大变更」陷阱。重大变更（Material Change）不仅要在被保险人控制与知情范围内并增加损失机会，还必须「既实质又持续（both substantial and continuing）」，一天的临时活动根本不构成重大变更。

b. ✗ 与条件 5 相反。被保险人随时可以提出终止保单，且有权拿回按短期费率（Short Rate）计算的未赚保费退费（受最低保留保费限制）。

c. ✓ 正确。根据法定条件 5（Termination），保险人主动终止须给挂号信 15 天通知（考试口径自到达收件邮局次日起算）或当面送达书面通知 5 天，并按比例（Pro Rata）退还未赚保费。注：考试口径 15 天自到达收件邮局次日起算，BC 现行《Insurance Act》改为送达被保险人邮寄地址当天起算，答题按考试口径。

d. ✗ 错在「不得加收保费」。被保险人告知重大变更后，保险人可以选择退还未赚保费并取消保单，或书面通知被保险人在 15 天内补交增加的保费以继续承保。

20′ 答案 b

a. ✗ 通知天数与退费方式全错。保险人终止没有 30 天当面通知的规定（法定条件是挂号信 15 天或当面 5 天），且保险人取消只能按比例（Pro Rata）退费，不能收短期费率（Short Rate）罚金。

b. ✓ 正确。将私人车库改为全职商业木工坊属于实质且持续的重大变更（Material Change）。被保险人及时告知后，保险人可以退还未赚保费并取消保单，或选择继续承保并书面通知须在收到通知后 15 天内补交额外保费（若 15 天内不付则可取消并退未赚部分）。

c. ✗ 错在「必须按原费率维持到续保」。重大变更大幅增加了损失可能性，保险人有权取消或要求在 15 天内补交加费。

d. ✗ 违反法定条件不可修改原则。法定条件（Statutory Conditions）对合同双方均有约束力，任何改动、删减或增加对被保险人都无效，即使得到被保险人同意也不能改。

21 答案 a

a. ✓ 正确。根据法定条件 7（欺诈 Fraud），欺诈是指为谋取利益而故意欺骗；一旦保险人证明被保险人在索赔中有故意欺诈行为，可以拒赔整个索赔（Invalidate the entire claim），而不只是扣掉虚报的那一台笔记本电脑。

b. ✗ 违反法定条件 10（进入、控制、委付 Entry, Control, Abandonment）。未经保险人同意，被保险人不能把受损财产委付（Abandon）给保险人。

c. ✗ 混淆了天数与起算点。根据法定条件 13（修复重置 Replacement），保险人选择修复或重建的，必须在「收到损失证明（Proof of Loss）后 30 天内」发出书面通知，并在收到损失证明后 45 天内开工；60 天是法定条件 12 的付款期限。

d. ✗ 时效与起算点均错。按考试口径（法定条件 14 诉讼 Action），对保险人的诉讼必须在「损失发生后 1 年内（Within one year after the loss occurs）」提起（曼尼托巴和萨斯喀彻温为 2 年）。注：BC 现行《Insurance Act》已将第 14 条诉讼从法定条件移至正文 s.23，改为自被保险人知道或应当知道损失发生之日起 2 年，但考试答题按 1 年。

21′ 答案 d

a. ✗ 把所有天数和起算点都搞混了。付款是损失证明完成后 60 天内，通知修复是收到损失证明后 30 天内（45 天内开工），诉讼是自损失发生后 1 年内（考试口径）。

b. ✗ 把 45 天（开工期限）和 60 天（付款期限）调换了位置，且修复通知、开工期限与 6 个月诉讼时效均错。

c. ✗ 错在「15 天通知修复」和「自损失证明起算 1 年」。通知修复是收到损失证明后 30 天内，而 1 年诉讼时效是从「损失发生之日（after the loss occurs）」起算，不是从交损失证明起算。

d. ✓ 正确。把条件 12、13、14 的四个核心数字和两个起算点全部对齐：① 付款：损失证明（Proof of Loss）完成后 60 天内；② 修复重置（Replacement）：收到损失证明后 30 天内书面通知意图、45 天内开工；③ 诉讼（Action）：考试口径下须在损失发生后 1 年内提起（MB、SK 为 2 年）。注：BC 现行《Insurance Act》将财产险诉讼时效改为自知道或应当知道损失发生起 2 年，且法定条件现行只剩 14 条，但考场答题一律按 15 条及 1 年时效作答。

第 4 章答案与解析

22 答案 a

a. ✓ 正确。在错误与遗漏（errors and omissions, E&O）索赔中，占近 50% 的头号原因是保障不足（inadequate coverage），其四种成因之一就是没告诉客户有哪些除外责任，导致客户未能获得所需的保障。

b. ✗ 错误。违反经纪协议（brokerage agreement）属于「其他五种 E&O 来源」之一，不是占近一半比例的头号原因，属于「E&O主因与次因混淆」陷阱。

c. ✗ 错误。取消或续保出错属于「其他五种 E&O 来源」之一，而非头号原因「保障不足」，属于「E&O主因与次因混淆」陷阱。

d. ✗ 错误。对被保风险的不实陈述或描述错误属于「其他五种 E&O 来源」之一，不是占近 50% 的头号原因，属于「E&O主因与次因混淆」陷阱。

22′ 答案 c

a. ✗ 错误。在保单期内处理批单请求拖延以及保单变更出错都属于「其他 E&O 来源」，不是占近 50% 的最大来源，属于「E&O主因与次因混淆」陷阱。

b. ✗ 错误。违反与保险公司签订的经纪协议（brokerage agreement）是其他五种 E&O 来源之一，不是头号原因，属于「E&O主因与次因混淆」陷阱。

c. ✓ 正确。保障不足（inadequate coverage）占错误与遗漏（E&O）索赔的近 50%，是头号原因，包括未告知除外、未安排或安排太晚、给错保障、对能否买到某保障给了错误说法。

d. ✗ 错误。为现有客户办保单取消或续保通知时出错只是其他 E&O 来源之一，并非占近一半的主因，属于「E&O主因与次因混淆」陷阱。

23 答案 b

a. ✗ 错误。按考试口径，经纪行的错误与遗漏（errors and omissions, E&O）保单覆盖行里全体工作人员，个人不必另买来防范客户索赔；注意考试口径与 BC 现行法（Rule 7(11) 要求每位持牌人须持有或被覆盖于最低每宗 $1,000,000、累计 $2,000,000 的 E&O 保险）表述侧重不同，答题须按考试口径，这属于「考试口径与BC现行法混淆」陷阱。

b. ✓ 正确。法律要求经纪人达到合理的技能、谨慎与勤勉（reasonable skill, care and diligence）标准；客户因经纪人未达标而受损，可向经纪人和经纪行提出 E&O 索赔。注：关于 E&O 保险，考试口径称有些省立法要求经纪行投保且保单覆盖全体员工故个人不必另买，而 BC 现行规则要求每位持牌人必须持有或被 E&O 覆盖。

c. ✗ 错误。经纪人只是中介（intermediary），不是保险合同的法律当事人（parties to the contract 只有被保险人和保险公司），E&O 索赔不会在客户的财产险保单下直接提出，而是针对经纪人和经纪行的职业过失。

d. ✗ 错误。经纪人对客户的首要义务是确保客户得到对的建议和对的保障，法律标准是合理的技能、谨慎与勤勉，而不是单纯找最低价格，属于「单边义务陷阱」。

23′ 答案 d

a. ✗ 错误。当经纪人未达到合理的技能、谨慎与勤勉（reasonable skill, care and diligence）标准致客户亏损时，客户可以同时向经纪人个人和经纪行提出错误与遗漏（E&O）索赔。

b. ✗ 错误。Broker 首要对客户负责，其职业过失由经纪行的 E&O 保单保障，并非由承保财产险的保险公司买单。

c. ✗ 错误。合理的技能、谨慎与勤勉标准适用于向客户提供建议和安排保障的经纪人，并非只适用于老板。

d. ✓ 正确。按考试口径，经纪行购买的 E&O 保单覆盖行内全体工作人员，因此个人不必另买。注：BC 现行 Council Rules 要求每位持牌人都必须持有或被覆盖于 E&O 保险，离职或换行时必须确认自己被雇主保单覆盖，但考卷答题一律按考试资料考试口径。

24 答案 c

a. ✗ 错误。物质危险（physical hazard）与场所（建筑结构、占用性质、内务管理）有关，而核查财务状况与过往理赔诚信度查的是「人」，并非看建筑结构抵御承保风险事故的能力，属于「物质与道德危险混淆」陷阱。

b. ✗ 错误。占用性质（occupancy）属于物质危险的一部分，指财产实际怎么用（如焊接铺还是书店），与申请人虚报赔款或财务状况无关，属于「物质与道德危险混淆」陷阱。

c. ✓ 正确。道德危险（moral hazard）涉及申请人「人」的主观特征，三类迹象就是财务状况、品行（含过往赔案是否可疑或虚报）以及对损失漠不关心（indifference to loss）。

d. ✗ 错误。内务管理（housekeeping）衡量的是场所是否长期保持干净整洁，属于看得见的物质危险，不是针对申请人品行和财务的调查，属于「物质与道德危险混淆」陷阱。

24′ 答案 a

a. ✓ 正确。按 FOI 考试口径，因为有保险就粗心大意、抱着「反正都保了」而对损失漠不关心（indifference to loss）的心态出自申请人性格，归在道德危险（moral hazard）之下。

b. ✗ 错误。风险事故（peril）是造成损失的事件（如火灾、盗窃），而危险（hazard）是可能引发风险事故的条件，不能把条件当成事件。

c. ✗ 错误。建筑结构类型属于物质危险（physical hazard），而题干问的是店主「反正都保了」的漠不关心态度，属于「物质与道德危险混淆」陷阱。

d. ✗ 错误。物质危险才看得见且容易发现，而道德危险（含财务、品行、对损失漠不关心的主观特征）往往很难不经调查就发现，属于「物质与道德危险混淆」陷阱。

25 答案 b

a. ✗ 错误。核保人（underwriter）是保险公司雇员，不直接向消费者卖保险，因此不需要领牌；且为客户计算个人财产险保费是经纪人用费率手册做的事，属于「核保首要职能与次要工作混淆」陷阱。

b. ✓ 正确。核保人是保险公司的无须领牌雇员（因不直接向消费者销售保险）；其首要职能是风险选择（risk selection），即从递交的风险中挑出最可能为保险公司赚钱的风险。

c. ✗ 错误。核保人是保险公司雇员而非监管机构人员；准备续保证明（renewal certificate）和保单取消通知属于保单持有人服务（policyholder's service），不是首要职能，属于「核保首要职能与次要工作混淆」陷阱。

d. ✗ 错误。核保人受雇于保险公司而非经纪行，查看受损财产并理算保单持有人赔案的是理赔人（claims adjuster）。

25′ 答案 a

a. ✓ 正确。核保人的四个信息源是投保单、经纪人、损失经验数据（loss experience data）和检查报告（inspection report）；其中损失经验数据看的是过去 3 到 5 年该类风险的赔款与保费对比。

b. ✗ 错误。损失经验数据看的是公司在这类风险上过去 3 到 5 年的赔付历史，而不是只看单个申请人最近一期。

c. ✗ 错误。讲义明确损失经验数据看过去 3 到 5 年，而不是从保险公司成立起的所有年份，且不由独立理赔人维护。

d. ✗ 错误。30 个日历日是 BC 现行规则下无 E&O 保险自动停牌的期限，与核保查看过去 3 到 5 年损失经验数据无关，属于「考试口径与BC现行法混淆」陷阱。

26 答案 d

a. ✗ 错误。费率手册（rate manual）用于个人财产险（房主、租客、共管公寓），且考试口径下核保决定有五种而非四种。

b. ✗ 错误。投保单附带的费率表（rating sheet）用于小企业专用保单，较复杂的商业风险全部由核保人定价，且核保决定有五种。

c. ✗ 错误。独立理赔人（independent adjuster）负责出险后的理算，不负责核保定价，属于角色职责混淆。

d. ✓ 正确。定价（rating）取决于风险复杂程度：较复杂的商业风险（如家具店商业报价）全部由核保人定价；核保决定共有五种：拒保、原样接受、加费率后接受、提高免赔额后接受、附带条件接受。

26′ 答案 b

a. ✗ 错误。风险偏高时核保人会加费率或提高免赔额，而不是降费或免除免赔额，更不会把承保风险转给独立理赔人。

b. ✓ 正确。核保的五种决定是：拒保、按递交条件接受、加费率后接受、提高免赔额后接受、附带某些条件接受。

c. ✗ 错误。准备续保证明和取消通知属于保单持有人服务（policyholder's service），不是对投保申请的核保决定，属于「核保首要职能与次要工作混淆」陷阱。

d. ✗ 错误。经纪人不是保险合同当事人，不承担共同保险赔付，这三项都不属于五种核保决定。

27 答案 a

a. ✓ 正确。理赔流程分两步：被保险人先报经纪行（不管案子多小，客户既然报了就很看重，可能属于保障范围就转报保险公司），再由经纪行报保险公司；公司理赔人（company adjuster）处理大部分案件，而在内部人手不够或需特殊专长时，保险公司会聘用独立理赔人（independent adjuster），有时还允许经纪行代为指定。

b. ✗ 错误。再小的报案客户都当回事，经纪行绝不能自行敷衍压下；且人手不足时保险公司会动用独立理赔人。

c. ✗ 错误。核保人是保险公司雇员，外勤代表（field representative）负责销售支持与核实投保单、实地查看财产，理算赔案是理赔人（claims adjuster）的职责。

d. ✗ 错误。理赔第一步是被保险人报给经纪行，且公司理赔人处理大部分案件，独立理赔人是在缺人手或需特殊专长时由保险公司（或授权经纪行代为）指定。

27′ 答案 c

a. ✗ 错误。公司理赔人（company adjuster）是保险公司内部理赔人员，处理大部分日常案件。

b. ✗ 错误。独立理赔人（independent adjuster）用于处理保单出险后的理算，并非只在发生 E&O 索赔时才使用。

c. ✓ 正确。公司理赔人处理大部分案子；当保险公司内部人手不够，或该次理算需要特别专长时，会聘用独立理赔公司的人（独立理赔人），有时保险公司也会允许经纪行代为指定。

d. ✗ 错误。「首线核保人（first line underwriter）」是指经纪人在投保阶段最早评估风险并如实向保险公司披露，经纪人并不负责拒赔或理算。

28 答案 c

a. ✗ 错误。虽然 Broker 首要义务对客户，但同时对保险公司负有说真话、不隐瞒重要信息的义务，说「对保险公司没有义务」完全说反，属于「单边义务陷阱」。

b. ✗ 错误。Agent 与 Broker 的区别在于首要义务对象（保险公司 vs 客户）和代表公司数量（一家 vs 多家），但无论哪一种，对保险公司都必须诚实披露重要事实，属于「单边义务陷阱」。

c. ✓ 正确。经纪人被称为首线核保人（first line underwriter），是最早判断风险是否符合承保条件的人；对保险公司的首要义务就是对提交的风险说真话、不扣下或不隐瞒重要信息，怕丢客户绝不是隐瞒的理由。

d. ✗ 错误。经纪人必须在递交风险时就如实披露重要信息，不能把核保把关推给日后的理赔人。

28′ 答案 b

a. ✗ 错误。无论是 Agent 还是 Broker，都只是中介（intermediary），既不是保险合同的直接当事人（parties to the contract 只有被保险人和保险公司），也不是保单持有人雇用的无牌雇员。

b. ✓ 正确。两点区别：① 首要义务对谁：Agent 对保险公司，Broker 对客户；② 代表几家公司：Agent 通常一家，Broker 虽可代表一家但多数情况下替客户在多家保险公司之间比较。注：BC 现行《Financial Institutions Act》只定义 insurance agent、insurance salesperson 和 insurance adjuster，broker 是行业用语而非牌照类别，但答题按两点区别。

c. ✗ 错误。经纪人两头都有义务：对客户尽合理技能、谨慎与勤勉，对保险公司作为首线核保人必须说真话、不隐瞒重要信息，并非只对保单持有人客户诚实，属于「单边义务陷阱」。

d. ✗ 错误。复杂商业险保单定价是核保人（underwriter）的工作，出险后的损失理算是理赔人（claims adjuster）的工作，都不是区分 Agent 与 Broker 的标准。

第 5 章答案与解析

29 答案 b

a. ✗ 错在只算出了实际现金价值（actual cash value, ACV ＝ 重置成本 $9,000 − 折旧 $3,000 ＝ $6,000），掉进了“三者取最小漏算”陷阱，既未受 $5,000 保额上限约束，也未扣除 $500 免赔额（deductible）。

b. ✓ 正确。赔偿协议（Indemnity Agreement）实行“三者取最小”：第一项实际现金价值（ACV ＝ 重置成本 $9,000 − 折旧 $3,000 ＝ $6,000）；第二项被保险人权益（独资 100% 即 $6,000）；第三项声明页保额（$5,000）。三者中最小的是 $5,000，再扣除 $500 免赔额，最终赔付 $4,500。

c. ✗ 错在虽然按“三者取最小”找到了保额上限 $5,000，但忘记扣除每次损失由被保险人自留承担的 $500 免赔额。

d. ✗ 错在直接拿重置成本（replacement cost）$9,000 作为赔付额，既未扣折旧算 ACV，也忽略了保额上限和免赔额。

29′ 答案 d

a. ✗ 错在把未来投资价值和感情价值算入重置成本与赔款；保险遵循完全补偿（complete indemnity）原则，不赔错过的未来收益或感情价值。

b. ✗ 错在颠倒了举证责任；通过供应商报价证明重置成本（replacement cost）的举证责任在被保险人，且折旧是从重置成本而非原买价中扣除。

c. ✗ 错在无视“三者取最小”原则（ACV、被保险人权益、保额三者取最小），并非不论被保险人实际财务利益一律按声明页保额赔付。

d. ✓ 正确。计算实际现金价值（ACV ＝ 重置成本 − 折旧）时，重置成本的举证责任在被保险人（需提供供应商或承包商报价），理赔人再综合状况（condition）、过时（obsolescence）、转售价值（resale value）和正常寿命（normal life expectancy）四个因素核定折旧。

30 答案 c

a. ✗ 错在掉进“重置成本三条件缺一仍按新价算”陷阱。不实际完成重置就违反了第三项条件，只能拿实际现金价值（ACV ＝ $10,000 − $4,000 ＝ $6,000）。

b. ✗ 错在违反了“同址或邻址（same or adjacent site）”条件；为防止借机搬迁的道德危险，搬去别的城市重建只能按 ACV 赔。

c. ✓ 正确。建筑按重置成本基础（replacement cost basis）赔付须同时满足三项条件：尽职迅速（due diligence and dispatch）重置、同址或邻址重建、实际完成重置后才付差额。因市政审批图纸导致的延误开工不视为违反“尽职迅速”要求，因此完工后可获全额 $10,000 重置成本保障。

d. ✗ 错在忽略了 IBC 4005 重置成本批单明确不适用于商业存货（stock）。

30′ 答案 a

a. ✓ 正确。IBC 4005 批单明文不适用于商业存货（stock）；同时，财物与设备按重置成本（replacement cost）赔付要求出险时仍能按原用途使用，已经换了新机而留着没扔的旧设备不按重置成本赔。

b. ✗ 错在墙体在原址尽职迅速用同类同质（like kind and quality）新料修复，完全符合建筑重置成本三条件。

c. ✗ 错在根据 IBC 4005 规则，买不到完全相同的新财产时，尽量相似且能发挥同样功能的新财产即视为同类同质。

d. ✗ 错在市政审批延误不影响重置成本保障，且同址实际完工满足重置成本三条件。

31 答案 d

a. ✗ 错在直接选了实际现金价值（ACV）$400,000，既未按“三者取最小”受 $350,000 保额限制，也未扣除按揭权人（mortgagee）优先受偿的份额。

b. ✗ 错在只做了第一步“三者取最小”算出保单总赔款 $350,000，掉进了“错选受款人”陷阱，忽略了按揭权人要先拿走 $200,000。

c. ✗ 错在把信托公司作为按揭权人（mortgagee）优先拿到的 $200,000 当成了被保险业主本人能拿到的金额。

d. ✓ 正确。分两步计算：第一步按“三者取最小”比较 ACV（$400,000）与保额（$350,000），确定保单总赔付额为 $350,000；第二步按标准按揭条款（Standard Mortgage Clause），按揭权人（信托公司）优先拿走 $200,000 按揭余额，剩余 $150,000（$350,000 − $200,000）归普里亚本人。

31′ 答案 b

a. ✗ 错在误以为只有银行和信托公司能做按揭权人；任何对承保财产有可保利益的人（银行、信托公司、信用社、个人）都可以是按揭权人（mortgagee）。

b. ✓ 正确。标准按揭条款（Standard Mortgage Clause）保证按揭权人的利益不因被保险人的不实陈述或违反条件而失效，故保险公司拒赔索菲亚后仍须向私人放贷人赔付其 $60,000 可保利益，并在赔付额范围内代位取得向索菲亚追偿的权利（排在按揭权人收回全部按揭权益之后）。

c. ✗ 错在违反了标准按揭条款的第二项保证：不给按揭权人同样的法定通知，保险公司不得终止保单或作不利于按揭权人的改动。

d. ✗ 错在混淆了送达核证副本（certified copy）的责任人；确保按揭权人收到保单核证副本是被保险人自己的责任。

32 答案 a

a. ✓ 正确。保证（warranty）是担保某事实确实如此并会一直如此，要求严格遵守；按考试口径，违反保证时不论该违反与损失原因有无关系，保险公司均可拒赔。（注：考试按此考试口径作答，而 BC 现行《Insurance Act》s.32 规定与风险相关的条款若被法院认定不公平或不合理则对被保险人无约束力。）

b. ✗ 错在掉进“把保证当条件看因果关系”陷阱。按考试口径，违反条件（condition）只要未引起损失就不拒赔，而违反保证（warranty）不论因果均可拒赔。

c. ✗ 错在混淆了法定条件（statutory conditions）出现的三大险种与商业财产险中的保证（warranty）。

d. ✗ 错在捏造了双倍扣减免赔额（deductible）的做法；违反保证会导致整张保单失去保障。

32′ 答案 c

a. ✗ 错在把法定条件（statutory conditions，由成文法规定）与保单条件（policy conditions，由保险公司自定）的来源说反了。

b. ✗ 错在把条件（condition）和保证（warranty）对因果关系的要求完全颠倒，掉进了“把保证当条件看因果关系”陷阱。

c. ✓ 正确。按考试口径，法定条件（statutory conditions）出现在承保火的财产保单、意外与疾病险及汽车险中，且条件（condition）规定被保险人必须履行或不得从事的义务。（注：考试按此考试口径作答，而 BC 现行《Insurance Act》s.8 与 s.29 将 Part 2 法定条件适用于寿险、意外疾病险等之外的一切合同。）

d. ✗ 错在保证（warranty）要求严格遵守（strict compliance），不能靠多付免赔额免除违约后果。

33 答案 c

a. ✗ 错在现金（cash/money）、证券（securities）和账簿（books of account）都属于九项标准除外财产（property excluded）。

b. ✗ 错在汽车、船只和飞机全部属于九项标准除外财产，应由专门保单承保。

c. ✓ 正确。九项标准除外财产中关于空置财产（vacant property）的门槛是“连续空置超过 30 天（more than 30 consecutive days）”，而非 15 天；题干问哪项不属于标准除外，故选空置 15 天这一项。

d. ✗ 错在债权或产权凭证（evidences of debt or title）属于九项标准除外财产之一。

33′ 答案 b

a. ✗ 错在下水道倒灌（sewer back-up）与洪水（flood）均属于九项共同除外风险（perils excluded），尽管洪水和地震很容易加买。

b. ✓ 正确。雷电（lightning）是火险保单的法定必保风险，不属于共同除外风险（仅雷击电器设备本身有法定除外），因此雷击直接损毁屋顶山墙属于承保范围。

c. ✗ 错在因执行建筑法规（by-law）而增加的修理或建造费用属于九项共同除外风险之一。

d. ✗ 错在农业熏烟（smudging）或工业烟以及锈蚀（rust）、腐蚀、磨损均属于共同除外风险。

34 答案 b

a. ✗ 错在掉进“灭火破坏当间接”陷阱。灭火时水枪造成的水渍属于这场火的直接结果，即直接损失（direct loss），予以承保。

b. ✓ 正确。财产险保单只保直接损失（direct loss）；停业维修期间损失的营业利润是直接损失带来的后果，属于间接损失（indirect loss），除非另加营业中断（Business Interruption）或额外费用（Extra Expense）表单，否则不保。

c. ✗ 错在把消防员用消防斧劈开屋顶通风造成的损坏当成间接损失；消防施救破坏属于火的直接损失。

d. ✗ 错在以为没烧着就不算直接损失；相邻展厅被烟熏和高温烤坏属于火的直接损失。

34′ 答案 a

a. ✓ 正确。火的直接损失（direct loss）仅限于通往仓库的那段电线；断电三天导致的商业存货变质是直接损失的后果，属于间接损失（indirect loss），未加批单的标准商业财产险不保。

b. ✗ 错在掉进“断电坏货当直接”陷阱，把断电引起的冷库商业存货变质当成了火灾直接损失。

c. ✗ 错在混淆了个人险与商业险：通常对冰柜食物另有保障的是居住类保单，而非标准商业财产险。

d. ✗ 错在把断电坏货和营业收入损失这两项间接损失（indirect loss）都算进了未加批单的商业财产险。

35 答案 a

a. ✓ 正确。根据成对成套（pair and set）规则，一对或一套财物中丢了一件不等于整对全损，留存的那件仍有价值，必须从赔款中扣掉其价值，以符合完全补偿（complete indemnity）原则。

b. ✗ 错在按被保险人“剩一件没用”的主观想法全额赔付，违反了成对成套（pair and set）须扣除剩余单件价值的规则。

c. ✗ 错在把成对成套索赔自动当作欺诈拒赔；此题考察的是成对成套（pair and set）扣减规则而非拒赔。

d. ✗ 错在超额赔偿并计入感情价值，违背了完全补偿（complete indemnity）原则。

35′ 答案 d

a. ✗ 错在要求整件更换，违反了部件（parts）规则只赔受损部分的原则。

b. ✗ 错在漏掉了安装费用；部件（parts）规则明确包含受损部件的价值加上安装费（plus the cost of installation）。

c. ✗ 错在把屋顶折旧算例里的 2.5% 混入部件规则，部件规则不按保额固定百分比赔付。

d. ✓ 正确。根据部件（parts）规则，由多个部件组成的财产只坏了一部分时，只赔坏掉部件的价值加安装费（value of the damaged part plus the cost of installation），不赔整台机器或整屋 $3,000 的地垫。

第 6 章答案与解析

36 答案 b

a. ✗ 非具名被保险人（the Insured）必须在出险时与具名人同住（living in the same household）。分居并已搬出五个月的妻子在出险时不同住，若未列为具名被保险人，保单不承保其财产。

b. ✓ 在读学生（students）即使超过 21 岁且暂住校外，只要是全日制（full-time）并受被保险人供养（dependent on the Named Insured for support），仍属于被保险人，其个人财产受保。

c. ✗ 同居伴侣（common-law partner）若双方并非同一子女的亲生或收养父母，必须连续同居满 3 年才符合配偶（spouse）定义；仅同居 2 年且无共同亲生或收养子女不符合条件。

d. ✗ 21 岁以下受具名人照管的人不包括房客与寄宿者（boarders and roomers）；房客不是被保险人，应自行购买租客险（tenants package）。

36′ 答案 a

a. ✓ 同居伴侣（common-law partner）若与具名人同为某个子女的亲生或收养父母（natural or adoptive parents of the same child），只需连续同居满 1 年即符合配偶定义；同居 18 个月已达标。

b. ✗ 非亲属的受照管人员（如寄养子女）必须在 21 岁以下（under 21 years of age）且受具名人照管才算被保险人；已满 22 岁且非全日制受供养学生不在被保险人范围内。

c. ✗ 双方亲属（relatives）必须在出险时与具名人住在同一家庭（living in the same household）才属于被保险人；住在城另一头的兄弟不算被保险人。

d. ✗ 寄宿者与房客（boarders and roomers）明确排除在被保险人定义之外，无论年龄或是否在读。

37 答案 c

a. ✗ 换锁扩展（lock replacement）仅在钥匙被盗且已向警方报案（stolen and reported to police）时适用，钥匙丢失（lost）不予赔付（这也是混同丢失与被盗的经典陷阱）。

b. ✗ 冰柜食品扩展（freezer food）除外冰柜所在建筑内的电源被意外或故意断开（accidental or deliberate disconnection of power within the building），宠物拉掉插头属于除外情形，一分不赔。

c. ✓ 冰柜食品扩展（freezer food）承保因意外停电或冰柜机械故障（mechanical breakdown）导致的食品变质，最高 $2,000，且属于五项不扣免赔额（no deductible applies）的扩展之一，因此全额赔付 $1,400。

d. ✗ 温差扩展（change of temperature）要求损失必须由承保危险（insured peril）对建筑或设备造成实体损坏引起；炉子自身机械故障并非承保危险造成的实体损坏，因此拒赔。

37′ 答案 b

a. ✗ 换锁扩展（lock replacement）属于五项不扣免赔额（no deductible）的扩展保障之一（其余四项为消防费、冰柜食品、纵火奖励、信用卡伪钞），不受 $500 免赔额限制。

b. ✓ 钥匙被盗并已报案（stolen and reported to police）符合换锁扩展（lock replacement）条件，最高赔付 $500 且不扣免赔额（no deductible），换锁或改钥匙由保险公司决定，故全额赔付 $420。

c. ✗ 换锁扩展明确规定可以换锁或改钥匙（locks replaced or rekeyed），且选择换锁还是改钥匙由保险公司决定（at the insurer's option）。

d. ✗ 换锁扩展的触发条件是钥匙被盗并报案，目的是预防窃贼用钥匙进屋，并不要求窃贼已经使用该钥匙入室。

38 答案 a

a. ✓ 无论是重置成本（replacement cost）还是保证重置成本（guaranteed replacement cost），都不赔因区划、拆除、修复或建造方面的法律法规（building ordinances or laws）而增加的费用；被保险人只能获赔恢复同类型建筑的 $60,000。

b. ✗ 保证重置成本（guaranteed replacement cost）只是在满足条件时突破保额上限赔付原样重建费用，但依然明确除外市政法规升级（by-law upgrades）增加的成本。

c. ✗ 超过保额另给 5% 是残骸清理扩展（debris removal）的数字，并非建筑法规升级的赔付比例；标准家主表不赔法规升级费用。

d. ✗ 90 天是保证重置成本下开工扩建改良通知保险公司的期限；建筑只要在合理时间内修复即按重置成本赔付 $60,000，但法规升级的 $12,000 一律不赔。

38′ 答案 c

a. ✗ 先选实际现金价值（ACV）结算并不会永久放弃重置成本权利，保单允许在规定期限内修复或替换后补领差额。

b. ✗ 30 天是财产转移、搬家和空置停保的期限，而先拿 ACV 后补领重置成本差额的期限是 180 天。

c. ✓ 赔付基础条款规定，被保险人可先选择实际现金价值（ACV）结算，若从损失日起 180 天内（within 180 days of the date of loss）决定修复或替换，可再索赔 ACV 与重置成本（replacement cost）之间的差额。

d. ✗ 个人财产必须实际完成修复或替换（repaired or replaced）才能获得重置成本赔付，不修不换只能按 ACV 结算。

39 答案 d

a. ✗ 落入了「错把仅被盗限额当成不论原因限额」的陷阱：珠宝与皮草（furs）的 $2,000 特别限额（special limit）只在被盗（theft）时适用，火灾受损不封顶，全额赔 $6,000。

b. ✗ 违反了「免赔额先扣、特别限额再套（deductible applies before the special limit）」的规则，且一次事故涉及多件财产只扣一次免赔额：拖拉机 $7,000 先扣 $500 得 $6,500，再套 $5,000 限额仍领 $5,000，加上皮草 $6,000 应得 $11,000。

c. ✗ 园艺型拖拉机（garden-type tractors）属于「不论原因（all insured perils）」均封顶 $5,000 的第一类特别限额，火灾同样受 $5,000 限额约束。

d. ✓ 皮草大衣（furs）的 $2,000 特别限额仅针对被盗（theft），火灾全额赔付 $6,000；园艺型拖拉机不论原因封顶 $5,000，且免赔额先于特别限额扣除（$7,000 − $500 = $6,500，再封顶 $5,000），两者合计 $11,000。

39′ 答案 b

a. ✗ 营业用书籍、工具和仪器（books, tools and instruments pertaining to a business）虽然有 $2,000 特别限额，但仅在处所上（only while on the premises）才保；带去外地酒店被盗全额拒赔。

b. ✓ 营业财产（business property）只在处所上（on the premises）受保，带去酒店被盗赔 $0；家用电脑硬件（computer hardware）不受特别限额限制全赔 $4,000，而电脑软件（computer software）适用 $2,500 的不论原因特别限额。

c. ✗ $2,500 的特别限额只限制电脑软件（computer software），电脑硬件（hardware）没有特别限额，因此 $4,000 的家用台式机全额赔付。

d. ✗ 营业财产不适用个人财产的全球临时离开（temporarily away from the premises）保障，离开处所即无保障；同时软件受 $2,500 特别限额封顶。

40 答案 a

a. ✓ 冬季供暖季被保险人离开超过 4 个连续日（more than 4 consecutive days）时，只要已安排称职人员每天进屋确保供暖（competent person entered daily to ensure heating was maintained）或已关水排空，住宅有供暖部分的冻结水损即予赔付，且不需要事先通知保险公司。

b. ✗ 冻结除外要求被保险人实际已离开处所超过 4 个连续日（away for more than 4 consecutive days）；如果在第 3 天就发生冻裂，尚未超过 4 天，保险公司照赔。

c. ✗ 条款要求称职人员必须「每天（daily）」进入住宅查看供暖，隔天查看不符合条件；此外保单并不要求出发前书面通知保险公司。

d. ✗ 水损除外条款规定，无供暖部分（unheated portion）的冻结水损一律不赔，即使每天有人查看主屋也不保无供暖区域的冻裂。

40′ 答案 d

a. ✗ 空置（vacant）的定义明确指出「不论是否留有家具（regardless of the presence of furnishings）」，只要所有住户已迁出且无意返回、也无新住户，即构成空置。

b. ✗ 混淆了空置的两只时钟：明知空置超过 30 个连续日是所有险种全部停保；但破坏或恶意行为、水损、玻璃破碎三项危险在空置当刻（immediately upon becoming vacant）就已经停保。

c. ✗ 玻璃破碎（glass breakage）与破坏（vandalism or malicious acts）、水损（water damage）一样，在住宅处于在建或空置期间（while under construction or vacant）当刻即除外不保。

d. ✓ 所有住户迁出且无意返回即为空置（vacant，不论有无家具）；破坏或恶意行为、水损、玻璃破碎三项承保危险在空置当刻立即停止（无需等到 30 天），故 5 月 10 日的损失全额拒赔。

41 答案 c

a. ✗ 落入 1153 范围陷阱：1153 Broad Form 只把住宅与附属建筑（Coverage A & B）升级为一切险（All Risks），个人财产（Coverage C）仍然是十三项列名险；把两者都升为一切险的是 1155 Comprehensive Form。

b. ✗ 「被保险人拥有或驾驶的车辆撞击除外」是十三项列名险（Named Perils）里的限制；在 1153 下，建筑（A、B）已升级为一切险，不再受该列名险条件限制，因此车库门获赔。

c. ✓ 1153 阔表（Broad Form）对住宅建筑（Coverage A）按一切险（All Risks）承保，故自家车撞坏车库门可赔；但对个人财产（Coverage C）仍按十三项列名险承保，而车辆撞击险（impact by land vehicle）明确除外被保险人或其雇员拥有或驾驶的车辆，故自行车不赔。

d. ✗ 自行车 $500 的特别限额仅适用于被盗（theft），且 1153 下个人财产因自家车撞击根本不属于承保危险；反而是建筑车库门在一切险下受保。

41′ 答案 a

a. ✓ 沙发和窗帘属于个人财产（Coverage C）。在列名险中，烟害（smoke）明确除外壁炉冒烟（smoke from a fireplace）；1151 与 1153 的个人财产均按十三项列名险承保，只有 1155 Comprehensive Form 将个人财产升级为一切险（All Risks），从而承保壁炉烟害。

b. ✗ 1153 Broad Form 仅把建筑（A、B）升级为一切险，室内沙发和窗帘属于个人财产（C），在 1153 下仍适用十三项列名险，壁炉烟不赔。

c. ✗ 虽然烟（smoke）是十三项列名险之一，但条文限定为供暖或炊事设备突发、异常、故障运行冒烟，并明确除外壁炉（fireplace）冒烟。

d. ✗ 1155 综合表（Comprehensive Form）下的一切险并未将壁炉冒烟列为除外责任，这正是讲义指出的 1155 典型「多赔」好处之一。

42 答案 c

a. ✗ 法团保单保额不足（inadequate insurance limits）是触发损失分摊（loss assessment）的五种标准原因之一，且火灾属于业主保单承保危险。

b. ✗ 法团保单因共保罚则（coinsurance penalty）出现赔付缺口向业主摊派，且风暴属业主保单承保危险，属于损失分摊保障范围。

c. ✓ 触发损失分摊的五种原因之一是「共管法团保单的大额免赔额（large deductible on the corporation's policy）」，而不是单元业主自己保单的免赔额。（注：本题按考试口径作答；在 BC 现行《Strata Property Act》实务中称为 strata corporation，法团免赔额原则上由全体分摊但可向造成损失的业主追偿。）

d. ✗ 法团因违反保单条件（breach of policy conditions）导致保单拒赔而向业主摊派，只要该爆炸损失本身属于业主保单承保的危险，损失分摊保障即予赔付。

42′ 答案 b

a. ✗ 共管法团（Condominium Corporation）的保单只保开发商原装标准配置（original installations），不赔业主后来自己做的改良所增加的价值。

b. ✓ 原装地毯在共管法团保单里，而业主后来改装硬木地板增加的价值由业主自己的共管单元业主表中的「单元改良（Unit Improvements and Betterments）」按重置成本（replacement cost）承保（基本限额 $1,000，常见为 C 的 25%）。（注：本题按考试口径作答；BC 现行《Strata Property Act》s.149/s.161 规定分契法团必须保原装固定装置，业主自保后期改良。）

c. ✗ 共管单元业主表（Condominium Unit Owners Form）不设住宅建筑 Coverage A，也不承保单元的购买价（does not cover the purchase price of the unit），楼体结构由法团保单承保。

d. ✗ 损失分摊（loss assessment）保的是共有财产损失向全体业主的摊派，而非业主自己单元内的装修改良；且单元改良是按重置成本（replacement cost）而非 ACV 赔付。

第 7 章答案与解析

43 答案 b

a. ✗ 错在忽视了可保利益（insurable interest）。只有建筑业主自己做的永久固着物才归入建筑（building）；租户不是建筑业主，对建筑没有可保利益，这属于典型的「租户改良与植物错格」陷阱。

b. ✓ 正确。租户改良（tenant's improvements）由于租户不是建筑业主、不能投保建筑，一律归入设备（equipment）；租户买下前一任租户所做的改良，其使用权益视同自己出资所做，同样归入设备。

c. ✗ 错在混淆了存货（stock）与装修陈设。存货仅包括该业务惯常经营的待售货物、包装与广告材料，店内展示用的固定装修和设备不属于待售商品。

d. ✗ 错在认为前任租户做的装修不可保。只要现租户花钱买下了前一任租户的改良，就拥有使用权益，视同自己出资所做，可归入设备（equipment）即内容物（contents）的一部分投保。

43′ 答案 d

a. ✗ 错在把丝绸花也算作建筑（building）。只有业主自有建筑内用于装饰的活植物（live decorative plants）才属于建筑，办公室里的丝绸花属于设备，落入了「租户改良与植物错格」陷阱。

b. ✗ 错在混淆了日常维护材料与大修翻新材料。只有为维护、日常修理和小改动放在处所上的材料才归建筑（building），大修或新建用的材料不在此列，需要另买建工险。

c. ✗ 错在颠倒了建筑（building）的承保边界。丝绸花和大修木材都不算建筑，反而是业主自有建筑内用于装饰的活棕榈树明确归入建筑。

d. ✓ 正确。在业主自有建筑（owner-occupied building）内用于装饰的活植物属于建筑（building）范畴；丝绸花、门前户外种的树、大修翻新材料都不属于建筑。

44 答案 c

a. ✗ 错在掉进了「偷换所问（赔款 vs 自担额）」陷阱。按共保公式（co-insurance formula）Did $240,000 ÷ Should $320,000 × $60,000 算出的 $45,000 是保险人赔付的金额，而题干问的是被保险人自己承担多少。

b. ✗ 错在误以为未达到 80% 共保要求（$320,000）会导致部分损失完全拒赔。不足额投保只是按比例分摊损失，不会使保单失效。

c. ✓ 正确。按 80% 共保条款（co-insurance clause），应保额 Should = $400,000 × 80% = $320,000；保险人赔款 = $240,000 ÷ $320,000 × $60,000 = $45,000；被保险人自担额 = 实际损失 $60,000 − 赔款 $45,000 = $15,000。

d. ✗ 错在把投保缺口（$320,000 − $240,000 = $80,000）当成了本次事故的自担损失额。被保险人自担的金额不可能超过实际损失 $60,000。

44′ 答案 a

a. ✓ 正确。按共保条款（co-insurance clause），应保额 Should = $600,000 × 80% = $480,000；赔款 = $360,000 ÷ $480,000 × $90,000 = $67,500；被保险人自担额 = $90,000 − $67,500 = $22,500。

b. ✗ 错在落入「偷换所问（赔款 vs 自担额）」陷阱。$67,500 是保险人赔付的金额，不是被保险人自掏腰包的金额。

c. ✗ 错在认为未保足 $480,000 就一分不赔。共保条款只按 Did ÷ Should 的比例折算部分损失赔款，不会全额拒赔。

d. ✗ 错在混淆了共保豁免（waiver of co-insurance）门槛与共保自担额。$5,000 是小额损失是否触发共保的豁免上限，不是共保罚则的封顶线。

45 答案 a

a. ✓ 正确。共保豁免（waiver of co-insurance）规定，当损失不超过「适用保额的 2%」与「$5,000」两者中较小者时，不套用共保。本题保额 $150,000 的 2% 是 $3,000（小于 $5,000），损失 $2,800 未超过 $3,000，因此豁免共保、全额赔付。

b. ✗ 错在掉进「小额损失误套共保罚则」陷阱。虽然投保额 $150,000 低于 $300,000 的 80% 要求，但因损失 $2,800 落在 $3,000 豁免线内，不套用共保公式打折。

c. ✗ 错在把共保豁免（waiver of co-insurance）门槛当成了免赔额。低于或等于 $3,000 意味着豁免共保罚则、全额照赔，而不是不赔。

d. ✗ 错在张冠李戴了 $2,500 限额。$2,500 是 IBC 4037 扩展里租户因盗窃造成的建筑损坏限额，与存货共保豁免无关。

45′ 答案 c

a. ✗ 错在共保豁免（waiver of co-insurance）取的是「保额的 2%（$8,000）」与「$5,000」中的较小者而非较大者，落入了「小额损失误套共保罚则」的数字混淆陷阱。

b. ✗ 错在警示位置与豁免金额均不符。警示必须印在保单首页（first page），且 $400,000 保额的 2% 为 $8,000，与 $5,000 取较小者应为 $5,000。

c. ✓ 正确。按考试口径，含共保等限额条款的保单须在首页用红色墨水（red ink）印警示，否则不约束被保险人（注：BC现行《保险法》s.31已改为首页印醒目粗体警示语，但考卷按考试资料答红色墨水）；保额 $400,000 的 2% 是 $8,000，与 $5,000 取较小者为 $5,000。

d. ✗ 错在认为商业保单不需要印制限额警示。凡含免赔、共保等限额条款的合同，漏印首页警示则该条款对被保险人不具约束力。

46 答案 d

a. ✗ 错在掉进「广式表当成『包赔一切』」陷阱。虽然广式表（Broad Form）承保水管冻结或破裂造成的水损，但洪水、水体漫溢、地下室渗水、下水道倒灌（sewer backup）仍然明文除外。

b. ✗ 错在忽略了广式表对烟损的两项行业例外。广式表虽比列名险表多保各种来源的烟，但农业熏烟（agricultural smudging）和工业作业（industrial operations）冒烟属于行业自身风险，依然除外。

c. ✗ 错在把缺陷工艺（defective workmanship）当成承保损失。广式表承保积雪压垮屋顶等塌陷（collapse），但修补有缺陷的材料、工艺、设计的费用明文除外。

d. ✓ 正确。广式表（Broad Form, IBC 4037）比列名险表（Named Perils Form, IBC 4036）多出的五类保障之一，就是车辆撞击建筑连被保险人或雇员自己开的车也保（这与家主表 1151 的口径正好相反）。

46′ 答案 b

a. ✗ 错在误以为邻居用途不影响费率。占用（occupancy）是五大费率因素之一，同一栋楼里有餐馆、修车行等高火险邻居，也会把本商户的火险费率拉高。

b. ✓ 正确。基本火险费率（basic fire rate）只看结构、保护、占用、地点、过去五年的理赔记录五个因素；员工人数和营业额都不在五因素里，是典型的干扰项。

c. ✗ 错在把公共保护与私人保护（public and private protection）排除在外。消防站远近、消防栓水源与店内自动喷淋直接决定火险费率高低。

d. ✗ 错在忽略了理赔记录（loss experience）。核保人确定基本火险费率时，会重点审查过去五年的火损次数和严重度。

47 答案 b

a. ✗ 错在误以为残骸清理（debris removal）会自动增加保额。残骸清理不增加保额，只有当该格保额没用完时，剩余部分才能用来付清理费。

b. ✓ 正确。残骸清理（debris removal）条款不增加保额；当存货全损、保额已全部赔光时，存货这一格就没有剩余保额可用于支付清理费（客户若需额外保障须另买残骸清理限额）。

c. ✗ 错在跨格挪用保额。商业财产保单按建筑、存货、设备三格分别设保额，一格买少了或赔光了，别的格子的保额不会来补。

d. ✗ 错在混淆了恢复条款（reinstatement clause）。恢复条款保证赔付后保额不减少以备未来事故，但绝不允许同一次事故突破当次保额上限。

47′ 答案 a

a. ✓ 正确。防护系统（protective safeguards）条款规定，被保险人只对「知道的」中断或缺陷、维护合同取消、或因误报被警方暂停出警负有立即通知义务；被保险人浑然不知的管道堵塞不算违反，保险人不得因此拒赔。

b. ✗ 错在把防护系统条款当成了无过错绝对失效保证。只有被保险人知道缺陷却未立即通知时，保险人才可减保、加费或注销。

c. ✗ 错在违反了代位求偿（subrogation）放弃规则。保险人对保单涉及其利益的人（如收款人、合伙人、子公司）放弃代位求偿权。

d. ✗ 错在违背了恢复条款（reinstatement）。商业财产保单发生赔付后，保额自动恢复，既不减少保额也不另收保费。

48 答案 a

a. ✓ 正确。抢劫险（robbery）针对人，包含三种法定情形：使用实际或威胁的暴力拿走、保管人被杀或失去知觉（unconscious）时拿走、或保管人亲眼目睹他人无权拿走。现金证券另可通过 Money and Securities (Broad Form) 承保。

b. ✗ 错在混淆了入室盗窃（burglary）与抢劫（robbery）。Mercantile Stock Burglary 只保处所内的存货，且必须证明处所进出点有可见的强力痕迹（visible marks of forcible entry or exit）。

c. ✗ 错在掉进「广式表当成『包赔一切』」陷阱。即便最宽的商业财产广式表（Broad Form）也明文除外现金、证券、珠宝、皮草等贵重物品被盗。

d. ✗ 错在误把现金当成重要文件。重要文件与记录险（Valuable Papers and Records）赔的是图纸、档案等重新制作的全部费用，现金与证券明确不算 valuable papers。

48′ 答案 d

a. ✗ 错在掉进「犯罪险与上锁车辆缺证据」陷阱。上锁车辆保证（Locked Vehicle Warranty）要求四件齐全，缺了「车窗关严」和「可见强行进入痕迹」任何一条都不赔。

b. ✗ 错在误用临时地点（temporary location）概念。临时地点指不归被保险人所有、租用或控制的地点（如送修的木工店），自家配送车受上锁车辆保证约束。

c. ✗ 错在混淆险种。锅炉与机器险（Boiler and Machinery）保的是超过 15 psi 的压力容器爆炸及机械电气故障，与运输途中存货被盗毫无关系。

d. ✓ 正确。上锁车辆保证（Locked Vehicle Warranty）规定，无人看管车辆里的财产被偷，必须同时满足四项：全封闭车身或车厢、门锁着、窗关着、且有可见的强行进入痕迹（visible marks of forcible entry）。

49 答案 c

a. ✗ 错在误以为营业中断受保单到期日限制。营业中断（Business Interruption）从损失日起通常赔 12 个月，期间就算保单到期也照赔不误。

b. ✗ 错在把利润式（Profits Form）答成了盈利式（Earnings Form）。赔到财产修复、重建或替换完成即止的是盈利式，而非利润式。

c. ✓ 正确。营业中断险不受保单到期日（policy expiration date）限制（从损失日起通常赔 12 个月），且利润式（Profits Form）会一直赔到营业收入恢复到没有损失时的应有水平（包含关门期间流失客户造成的收入下降）。

d. ✗ 错在把营业中断当成了仅报销减损费用。营业中断的核心是赔付持续的费用（continuing expenses）加失去的利润（lost profits）。

49′ 答案 b

a. ✗ 错在险种定位不符。盈利式（Earnings Form）保的是停业期间失去的利润和持续费用，赔到财产修好为止，而经纪行需要的是不停业继续运转的多花费用。

b. ✓ 正确。额外费用险（Extra Expense Insurance, IBC 4027）专保损失后继续正常营业所需的一切比平时多出来的额外费用，不要求证明这些费用减少了索赔，最适合保险经纪、旅行社、医生、报社、银行这类停几天都受不了的业务。

c. ✗ 错在混淆险种。建工险（Builder's Risk）保的是在建工程的材料（按完工价值买，停工超 30 天终止），不保办公室灾后临时租房和租电脑的额外营业费用。

d. ✗ 错在混淆了安装流动险（Installation Floater）。安装流动险保的是专做机器设备安装的承包商从运输、等待安装到安装验收期间的物损，不保灾后维持营业的额外费用。

第 8 章答案与解析

50 答案 b

a. ✗ 该项本身正确，故不选。普通法（common law）以先例原则（rule of precedent）为基础，法院遇到相似案情一般按以往判决审理。

b. ✓ 正确选项（陈述错误）。成文法（statute law）是联邦议会或省议会通过的书面法，可以在完全没有先例的领域立规，并非以先例（precedent）为基础；把「基于先例」套在成文法上属于典型的【法源特征张冠李戴】。

c. ✗ 该项本身正确，故不选。成文法一旦通过，就优先于针对同一事项的任何普通法先例。

d. ✗ 该项本身正确，故不选。普通法下成年年龄为 21 岁，多数省份通过成文法将其降到了 18 或 19 岁（考试按此通说作答；BC《Age of Majority Act》现行规定为 19 岁成年）。

50′ 答案 d

a. ✗ 颠倒了优先顺序。省议会通过成文法（statute law）后，优先于同一事项上的任何普通法先例（common law precedent），属于【法源特征张冠李戴】。

b. ✗ 混淆了成文法的立法条件。议会可以在完全没有先例的领域直接通过成文法制定规则，不需要先有法院判例，属于【法源特征张冠李戴】。

c. ✗ 违背普通法演进规则。当社会时代条件变化时，旧的普通法先例可能被法院推翻，属于【限定词偷换陷阱】中的绝对化表述。

d. ✓ 正确。议会或省议会通过的书面成文法（statute law）优先于针对同一事项的任何冲突普通法先例。

51 答案 a

a. ✓ 正确选项（不属于侵权三要素）。侵权法要求的第一要素是被告对原告负有法律上的义务（legal duty owed），把 legal 偷换成 moral duty（道德义务）是考卷最经典的【限定词偷换陷阱】。

b. ✗ 该项属于侵权第二要素（duty breached），故不选。被告必须违反了对原告负有的法律义务。

c. ✗ 该项属于侵权第三要素，故不选。必须真有伤害或损失，且是被告违反义务行为的直接后果。

d. ✗ 该项是第三要素中近因（proximate cause）的正确表述，故不选。事件须从最初行为到最终结果不间断展开，中间没有插入另一个主因。

51′ 答案 c

a. ✗ 忽略了近因（proximate cause）中断规则。虽然最初在结冰台阶滑倒开启了事件链，但闯红灯司机是插进来的另一个主因，脑震荡并非台阶结冰的直接后果，属于【限定词偷换陷阱】。

b. ✗ 颠倒了普通法过失的举证责任。过失必须由原告证明（negligence must be proved），被告在被证明前视为无辜，并非预设对两项伤害都有过失、须自证已清理撒盐才能免责，只有严格责任才倒置举证，属于【严格责任与拒赔划等号】。

c. ✓ 正确。根据侵权三要素与近因（proximate cause）规则，被告只对违反法律义务所直接导致且可合理预见（foreseeable）的脚踝骨折负责，另一名闯红灯司机撞击救护车导致脑震荡属于介入的独立主因，归该司机负责。

d. ✗ 混淆了法律义务与道德义务。占用人对进入场所的使用者负有保持台阶合理安全的法律义务（legal duty），不是道德义务，属于【限定词偷换陷阱】。

52 答案 c

a. ✗ 错误。严格责任（strict liability）不等于故意侵权（intentional tort），它只是不要求原告证明过错；除非保单另有除外，一般责任保单都会承保严格责任造成的损害，属于【严格责任与拒赔划等号】。

b. ✗ 错误。在严格责任诉讼中，不论有没有过错都要负责，举证责任倒过来（shifted），不再要求原告按合理人标准证明被告有过失，属于【严格责任与拒赔划等号】。

c. ✓ 正确。根据 Rylands v. Fletcher 确立的严格责任（strict liability）规则，将合理活动放在不合理的地点（如在人口稠密区大量囤放高度易燃物）、从事本身危险的活动（如爆破）或让故意点燃的火蔓延出去，均触发严格责任。

d. ✗ 错误。饲养凶猛或野性属常识的野生动物（wild animals）才负严格责任；家养狗主人适用的是「从第一口起就负责（没有第一口免费）」规则，不属于 Rylands v. Fletcher 严格责任三大活动，属于【严格责任与拒赔划等号】。

52′ 答案 a

a. ✓ 正确。占用人为自身利益把本来不在那里的危险物（如泳池水、气体、毒物）带入场所，一旦逃逸伤人即负严格责任（strict liability）；除非保单另有除外，责任保险一般承保此类赔偿。

b. ✗ 错误。危险物从场所逃逸适用不问过错的严格责任，不能仅凭定期维护记录证明已尽到合理谨慎人注意就免除侵权责任，属于【严格责任与拒赔划等号】。

c. ✗ 错误。气体意外泄漏致邻居受损属于民事侵权索赔损害赔偿金（damages），并非仅受刑法处罚的犯罪，责任保险一般也予以承保，属于【严格责任与拒赔划等号】。

d. ✗ 错误。严格责任下举证责任倒置，邻近居民无需承担证明经营者因过失或故意排放气体的举证责任即可索赔，属于【严格责任与拒赔划等号】。

53 答案 d

a. ✗ 这是普通法下对侵入者（trespasser）的最低义务（仅不设陷阱、不故意伤害，无检查隐患义务），不是对零售店受邀顾客的义务，属于【进入者义务档次错位】。（注：考试按普通法分级或四省访客合并口径作答；BC《Occupiers Liability Act》现行条文全文无 visitor 一词，s.3(1) 合理注意及于任何人，仅对三类情形降格。）

b. ✗ 这是普通法下对被许可人（licensee，如抄表员、推销员）的注意义务，仅限于防范占用人当时实际已知的隐蔽危险，属于【进入者义务档次错位】。

c. ✗ 「使场所免于任何危险（free from any danger）」是考试口径下占用人对儿童（children，针对 attractive nuisance / allurement）的最高义务档次，不能套在成年受邀顾客身上，属于【进入者义务档次错位】。

d. ✓ 正确。在考试口径的普通法三分法下，受邀人（invitee，与占用人业务有关的进入者如零售店顾客）享有成人中的最高注意义务：占用人不仅要防范已知的危险，还要防范经合理注意本来能够发现的危险。（注：本题按考试口径作答；BC 等四省占用人责任法考试口径将 licensee 与 invitee 合并为访客 visitor，而 BC 现行《Occupiers Liability Act》s.3(1) 则对场所上任何人统一适用合理注意标准。）

53′ 答案 b

a. ✗ 错误。儿童缺乏避险的成熟判断，即便未经许可进入，也不按普通成年侵入者（trespasser）仅不设陷阱的最低义务对待，属于【进入者义务档次错位】。

b. ✓ 正确。未围栏的基坑与机械等天然吸引儿童的东西称为诱惑性危险物（attractive nuisance 或 allurement），按考试口径，占用人对儿童负有最重一档义务：必须使场所免于任何危险。（注：本题按考试口径作答；BC 现行《Occupiers Liability Act》s.3(1) 规定标准始终是在一切情形下合理，并无绝对免于任何危险这一档。）

c. ✗ 错误。把受诱惑物吸引的儿童混同于被许可人（licensee）仅防实际已知隐蔽危险的标准，属于【进入者义务档次错位】。

d. ✗ 错误。占用人对受诱惑物吸引的儿童负有独立保护义务，且父母并非「总是（always）」对未成年子女相关事故负责，属于【限定词偷换陷阱】。

54 答案 a

a. ✓ 正确。干洗店、修车行、皮草店等收费暂时保管顾客财物的有偿保管人（bailee for hire），在侵权法上的注意标准是通常注意（ordinary care），即同行其他人会尽到的注意水平，因过失违反才负责（合同上可另约承担更多）。

b. ✗ 错误。把侵权法上的通常注意（ordinary care）拔高成「最高注意（highest degree of care）」或「保护免受一切来源损失（every possible source of loss）」是官方练习卷第 72 题的经典【限定词偷换陷阱】。

c. ✗ 错误。不带家具建筑的房东原则上不保证出租物在整个租期内适合用途，除非明示保证、隐瞒缺陷，或出租的是带家具的房屋（推定在租期开始时适合用途），属于【限定词偷换陷阱】。

d. ✗ 错误。多租户建筑中的屋顶、楼梯、停车区、大堂等公共区域（common areas），由房东而非个别租客对租客和其他人负责，属于【进入者义务档次错位】。

54′ 答案 b

a. ✗ 错误。房东默认不负责，也不适用不问通知的严格责任，属于【严格责任与拒赔划等号】。

b. ✓ 正确。按考试口径，房东约定负责维修，且在收到关于缺陷的合理通知（reasonable notice）后仍不修，由此造成的伤害或财产损失由房东负责。（注：本题按考试口径作答；BC 现行《Occupiers Liability Act》s.6 规定只要租约把维修责任放在房东身上且违约对占用人可诉即负责，条文并未把事先通知列为绝对前提。）

c. ✗ 错误。有偿保管人（bailee for hire）是指为出售以外目的收费暂时保管他人动产的人（如修车行、干洗店），与住宅房东对租客访客的人身安全无关，属于【进入者义务档次错位】。

d. ✗ 错误。只有带家具出租的房屋（furnished premises）才推定在租期开始时适合出租用途，不带家具住宅默认并无贯穿租期的适租默示保证，属于【限定词偷换陷阱】。

55 答案 b

a. ✗ 错误。判断替代责任（vicarious liability）只看事故发生那一刻是否在替雇主干活；只要是在办私事，哪怕穿着工服、用了工作中掌握的技能也不归雇主赔，属于【职务过程与承包控制混淆】。

b. ✓ 正确。雇主的替代责任（vicarious liability）严格限定在「职务过程中（in the course of employment）」。雇员午休私下接外活属于办自己的私事（frolic of their own），是雇主免除替代责任的三项法定例外之一。

c. ✗ 错误。工伤保险（Workers' Compensation）是给在工作中受伤的雇员提供无过错给付以换取雇员放弃起诉雇主的权利，并不赔偿第三方熟人的财产损失，属于【职务过程与承包控制混淆】。

d. ✗ 错误。雇主既无过失也不负替代责任，与技术员不构成共同侵权人（joint tortfeasors），无需分担一半赔偿，属于【职务过程与承包控制混淆】。

55′ 答案 d

a. ✗ 错误。楼宇占用人虽然一般不对独立承包商（independent contractor）的过失负责，但存在三项共担例外，说「绝不负责（never legally responsible）」属于【限定词偷换陷阱】。

b. ✗ 错误。工伤保险（Workers' Compensation）取代的是受伤雇员起诉雇主的权利，不剥夺受伤路人（第三方）向侵权人提起侵权诉讼的权利，属于【职务过程与承包控制混淆】。

c. ✗ 错误。独立承包商不是雇员，聘请承包商不会自动产生雇主对雇员的替代责任；触发异常情形时是占用人与承包商共同承担责任（jointly liable），而非仅业主一人负责，属于【职务过程与承包控制混淆】。

d. ✓ 正确。按考试口径，占用人选任独立承包商尽了合理注意且工作本应进行时一般不负责，但在三种情形下须与承包商共担责任：工作本身危险、伤害由占用人提供的有缺陷设备造成、或占用人控制了施工方式。（注：本题按考试口径作答；BC 现行《Occupiers Liability Act》s.5(1)(a) 还要求占用人在选任之外对监督 supervision 也尽到合理注意才能免责。）

56 答案 c

a. ✗ 错误。父母一般不必为未成年子女的侵权付钱（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例外情形下负责），使用 always 属于官方练习卷第 73 题的【限定词偷换陷阱】。

b. ✗ 错误。按考试口径（源自安大略省法律），家养狗不存在「第一口免费（no free first bite）」，即使此前从未表现出攻击性，主人也从第一口起就负责，属于【严格责任与拒赔划等号】。（注：本题按考试口径作答；BC 现行法律并无安省同类狗主责任专法，《Community Charter》s.49 仅管危险犬扣押与处死申请。）

c. ✓ 正确。按考试口径，共同侵权人（joint tortfeasors）对各自过错份额有争议时，为了让原告尽快拿到赔偿，法律规定每个侵权人都要对原告的全部赔偿额负责（实践中通常先各付一半，再内部结算）。（注：本题按考试口径作答；BC 现行《Negligence Act》s.4(2) 与 s.1(2) 规定对无过错受损人连带、内部按过错比例分担，无法确定比例时才均分。）

d. ✗ 错误。未成年儿童对自己造成的伤害或损害负责，除非能证明他不能理解自己行为的后果（unable to appreciate the consequences of their actions），属于【限定词偷换陷阱】。

56′ 答案 a

a. ✓ 正确。父母默认不代赔子女的侵权，但有四项例外：明显未尽监管控制、损害由父母交给孩子控制的危险物或动物（如枪、刀、全地形车、雪地摩托、鞭炮、猛兽）造成、按父母指示授权行事、或受雇于父母的生意。本题触发了「交给危险物并疏于监管」例外。

b. ✗ 错误。父母一般不替同住的未成年子女赔钱，并非自动且无条件对一切财产损害负责，属于【限定词偷换陷阱】。

c. ✗ 错误。受雇于父母生意只是四项例外之一，把危险物（如雪地摩托）交给孩子控制且未尽监管同样令父母负责，属于【限定词偷换陷阱】。

d. ✗ 错误。无论是14岁能理解后果的少年本人，还是把危险物交给孩子的父母，都不存在「此前未造成类似邻里财产损害就免责」的说法，属于【严格责任与拒赔划等号】。

第 9 章答案与解析

57 答案 b

a. ✗ 掉入「惩罚性赔偿与超限额本金混入保单」陷阱。责任保单只赔补偿性赔偿（compensatory damages），法院用于惩罚和威慑的惩罚性或惩戒性赔偿（punitive or exemplary damages）必须由被保险人自己承担。

b. ✓ 正确。财产损害（property damage）不仅包括有形财产（tangible property）的物理损坏及由此带来的使用损失（loss of use），还包括没有受到物理损坏的有形财产的使用损失。

c. ✗ 掉入「道义责任与私自认责陷阱」。道义上的责任不会触发责任保单，只有被保险人在法律上有责任（legally liable）且过失成立时保单才响应。

d. ✗ 违反「只保第三方」原则。责任险只保障保单上未列名的第三方（third party）遭受的人身伤害或财产损害，被保险人自己受伤或自有财产受损需靠第一方保障。

57′ 答案 d

a. ✗ 掉入「把使用损失排除在财产损害外」陷阱。财产损害（property damage）明确包含使用损失（loss of use），并非只保修复或更换费用。

b. ✗ 概念缩水错误。人身伤害（bodily injury）不仅包括身体受到的实际伤害，还包括疾病以及由该伤害或疾病日后导致的死亡。

c. ✗ 掉入「惩罚性赔偿与超限额本金混入保单」陷阱。惩戒性或惩罚性赔偿（exemplary or punitive damages）不在责任保单保障范围内，由被保险人自付。

d. ✓ 正确。承保协议（insuring agreement）的核心就是支付被保险人因一次事故（occurrence）造成第三方人身伤害或财产损害而在法律上应付的补偿性赔偿（compensatory damages）。

58 答案 c

a. ✗ 掉入「道义责任与私自认责陷阱」。被保险人往往缺乏足够的法律知识来判断自己是否负有法律责任，他自己的认定不能决定法律责任。

b. ✗ 混淆调查角色与法定裁判权。独立理算师（independent adjuster）受聘负责调查和谈判，但无权在法律上裁定被保险人是否有责任。

c. ✓ 正确。真正有权认定被保险人是否在法律上有责任（legally liable）的是法院（a court of law）；不过当证据明显支持原告时，多数案件会通过庭外和解（out-of-court settlement）解决。

d. ✗ 掉入「道义责任与私自认责陷阱」。无论是原告律师还是保险公司律师，都不能决定法律责任是否成立，只有法院说了算。

58′ 答案 a

a. ✓ 正确。被保险人觉得有道义责任不触发保单，责任险只在被保险人法律上有责任（legally liable）时才响应，而法律责任由法院认定。

b. ✗ 把「由法院认定」误解为「每案必开庭」。虽然法律责任由法院认定，但多数情况下证据明显支持原告时，保险人会同意庭外和解（out-of-court settlement）。

c. ✗ 掉入「道义责任与私自认责陷阱」。经纪人和核保人都无权对被保险人在法律上是否有责任下结论。

d. ✗ 掉入「道义责任与私自认责陷阱」。仅有道义责任绝不触发责任保单，过失和法律责任必须成立。

59 答案 a

a. ✓ 正确。保单中的事故（occurrence）比突发、时间确定的意外事故（accident）更宽，明确涵盖在较长一段时间里持续或反复暴露于大体相同的有害条件所造成的损害。

b. ✗ 把 occurrence 窄化成了 accident。必须突发、不寻常且能确定发生时间的是意外事故（accident），而 accident 只是 occurrence 的一种。

c. ✗ 混淆了事故发生制（occurrence basis）与索赔提出制（claims-made basis）。发生制只看伤害或损害是否发生在保单期内，不看对方何时提出索赔或起诉。

d. ✗ 掉入「每次事故限额当成全年总额」陷阱。每次事故限额（per occurrence limit）在赔付一次事故后，对下一次事故重新全额可用。

59′ 答案 c

a. ✗ 包含关系颠倒。occurrence 比 accident 更宽：accident 是突发、时间确定的事件，而 occurrence 还包括长期持续或反复暴露于大体相同的有害条件。

b. ✗ 把索赔提出制（claims-made basis）当成了事故发生制（occurrence basis）。发生制只看损害是否发生在保单期内，哪怕保单到期多年后才被起诉，当年保单依然响应。（考试只按考试口径考发生制，实务中另有 BC《Limitation Act》2 年基本时效与 15 年终极时效的规定。）

c. ✓ 正确。事故发生制（occurrence basis）的核心规则是只看伤害或损害是否发生在保单期内，不看索赔何时提出；考试凡问触发方式均按发生制考试口径作答，尽管实务中职业责任险常见索赔提出制且受诉讼时效法约束。

d. ✗ 掉入「每次事故限额当成全年总额」陷阱。保单期内所有有效索赔的最高总赔付额叫累计限额（aggregate limit），而不是每次事故限额（limit per occurrence）。

60 答案 d

a. ✗ 掉入「每次事故限额当成全年总额」陷阱。$2,000,000 是每次事故限额（per occurrence limit），每次事故重新可用，不是全年的总封顶额。

b. ✗ 只看了每次事故限额，漏算了累计限额（aggregate limit）的封顶约束。前两次已赔付 $1,500,000 + $2,000,000 = $3,500,000，$4,000,000 的累计限额只剩 $500,000。

c. ✗ 既忽略了索赔额本身只有 $1,200,000，又忽略了保单设有 $4,000,000 累计限额（aggregate limit）时全年总赔付不能突破累计上限。

d. ✓ 正确。先用每次事故限额（per occurrence limit）压算：第 1 次赔 $1,500,000，第 2 次受 $2,000,000 每次事故限额约束赔 $2,000,000，前两次累计已赔 $3,500,000；第 3 次虽在每次事故限额内，但 $4,000,000 累计限额（aggregate limit）只剩 $500,000，故只赔 $500,000。

60′ 答案 b

a. ✗ 忘记检查累计限额（aggregate limit）。前两次已赔付 $600,000 + $900,000 = $1,500,000，距离 $2,000,000 累计上限仅剩 $500,000。

b. ✓ 正确。前两次事故均未超过 $1,000,000 每次事故限额（per occurrence limit），分别获赔 $600,000 和 $900,000，合计用去 $1,500,000；第三次索赔 $800,000 受剩余累计限额（aggregate limit）约束，只能赔 $500,000。

c. ✗ 掉入「每次事故限额当成全年总额」陷阱。把 $1,000,000 每次事故限额误当成了全年累计限额。

d. ✗ 忽略了累计限额（aggregate limit）的全年封顶作用，且赔付额也不可能超过实际损失 $800,000。

61 答案 b

a. ✗ 计算顺序错误。前两位伤者按每人限额压算后已占去 $50,000 + $45,000 = $95,000，留给第三位伤者的单次事故人身伤害合计额度只剩 $5,000，不可能赔满 $20,000。

b. ✓ 正确。分项限额（split limits）前两个数分别是每人人身伤害限额 $50,000 和每次事故人身伤害合计限额 $100,000：第一步先压每人限额，第一人 $60,000 压到 $50,000，第二人赔 $45,000，两人已用 $95,000；第二步看合计限额 $100,000 只剩 $5,000，因此第三人只获赔 $5,000，三人共赔 $100,000。

c. ✗ 只做了第一步（每人限额 $50,000），漏掉了第二步（每次事故所有人身伤害合计不得超过第二个数 $100,000）。

d. ✗ 混淆了分项限额三个数字的用途。第三个数 $25,000 是每次事故财产损害限额，不能挪用来赔人身伤害（bodily injury）。

61′ 答案 a

a. ✓ 正确。分两步计算分项限额（split limits）：先把每人压到每人人身伤害限额 $100,000 以内，前两位各赔 $100,000 共用去 $200,000；再看每次事故人身伤害合计限额 $250,000，只剩 $50,000 可赔给第三位乘客。

b. ✗ 只看了第一个数（每人限额 $100,000），忽略了第二个数（单次事故人身伤害合计限额 $250,000）的封顶限制。

c. ✗ 颠倒了两步计算的顺序。必须先用每人限额 $100,000 把前两人分别压到 $100,000（合计 $200,000），而不是直接把原始索赔额 $120,000 和 $150,000 相加。

d. ✗ 混淆了分项限额与综合限额（inclusive limit）。分项限额的第三个数 $50,000 专用于财产损害，不能与人身伤害限额混用。

62 答案 c

a. ✗ 掉入「等对方索赔才报案或强行阻拦索赔」陷阱。及时报告义务针对的是可能引起索赔的事故（occurrence），哪怕伤者当场说没事也要及时报，不能等索赔（claim）提出才报。（考试按考试口径答「必须及时报告是保障条件」；实务中 BC《Insurance Act》s.13 赋予法院在不公平时免除迟报失权的裁量权。）

b. ✗ 掉入「等对方索赔才报案或强行阻拦索赔」陷阱。这是官方练习卷经典错项：保单义务里绝没有「阻止第三方提出索赔」这一条，私下阻拦反而容易触犯不得自行付款或承诺的禁令。

c. ✓ 正确。未经保险人同意，被保险人不得自行付款或承担义务（否则自掏腰包且可能被法院视为承认责任 admission of liability），但事故当时的急救费用（first aid）是唯一可以不经同意就转给保险人的例外。

d. ✗ 掉入「道义责任与私自认责陷阱」。调查、抗辩和和解的权利专属于保险人，当场给钱私了既得不到保险公司偿还，还可能被法院看作承认责任（admission of liability）。

62′ 答案 d

a. ✗ 掉入「等对方索赔才报案或强行阻拦索赔」陷阱。被保险人必须及时报告可能引起索赔的任何事故（occurrence），不能等到收到法律文件才首次报告事故。

b. ✗ 曲解了急救（first aid）的范围。急救针对的是有人受伤时的即时医疗救助，赔偿财物或塞钱私了不属于急救，保险人不会偿还。

c. ✗ 掉入「等对方索赔才报案或强行阻拦索赔」陷阱。阻止第三方索赔不是被保险人的义务，私自付钱反而侵犯了保险人专属的调查与和解权。

d. ✓ 正确。店主一没有在事发后及时报告可能引发索赔的 occurrence，二未经保险人同意自愿向对方付款（非急救费用），同时违反了出险后五项义务中的第 1 项和第 5 项。

63 答案 a

a. ✓ 正确。附加给付（supplementary payments）在保单限额之外另付抗辩费用（costs of defence）、判由被保险人承担的诉讼费（court costs）以及自判决日起的利息，但利息只就保单限额以内的那 $1,000,000 计算。（考试按考试口径只答「自判决日起算、只算限额以内部分」；实务中利率按 BC《Court Order Interest Act》单利计算。）

b. ✗ 掉入「惩罚性赔偿与超限额本金混入保单」陷阱。这是官方练习卷第 77 题的经典错项：附加给付只管调查抗辩费用、诉讼费和限额内利息，绝不赔超出保单限额的判决本金。

c. ✗ 利息计算基数错误。即使延迟了三个月，附加给付下的判决后利息也只按保单限额以内的金额（$1,000,000）计算，超出限额的 $1,000,000 本金及其利息均由被保险人自理。

d. ✗ 混淆了限额内与限额外的关系。附加给付（supplementary payments）在保单责任限额之外单独提供，不会扣减留着付赔款的 $1,000,000 限额。

63′ 答案 b

a. ✗ 该项属于附加给付第 2 项。被保险人应保险人要求、为协助抗辩而发生的合理费用由附加给付在限额之外承担。

b. ✓ 正确（本题选不适用项）。超出保单限额的判决本金不属于附加给付（supplementary payments），必须由被保险人自己承担。

c. ✗ 该项属于附加给付第 3 项。判由被保险人承担的诉讼费（court costs）由附加给付在保单限额之外支付。

d. ✗ 该项属于附加给付第 1 项。抗辩费用（costs of defence）及聘请独立理算师（independent adjuster）调查谈判的费用均在限额之外另付。

第 10 章答案与解析

64 答案 b

a. ✗ 属于“场所自动承保边界”陷阱。列名被保险人或其配偶拥有的季节性住所（seasonal residence）必须在保障摘要页（Coverage Summary）上列明才属于承保场所，未列明不会自动承保。

b. ✓ 正确。被保险人拥有的个人或家庭墓地、墓穴（individual or family cemetery plot or burial vault）属于五类免列明即可自动纳入场所（premises）定义的地点之一。

c. ✗ 属于“场所自动承保边界”陷阱。虽然被保险人在加拿大境内拥有或租用的空地（vacant land）自动承保，但条款明确把空置的农地（farmland）除外。

d. ✗ 属于“场所自动承保边界”陷阱。临时居住或使用的非自有场所（premises where the insured is temporarily residing）要求连续租期不超过 90 天，租约超过连续 90 天则不在自动承保范围内。

64′ 答案 d

a. ✗ 属于“场所自动承保边界”陷阱。自动纳入场所定义的非农空地（vacant land）仅限加拿大境内，在加拿大境外购买的住宅空地必须另行安排保险。

b. ✗ 属于“场所自动承保边界”陷阱。在建用地自动算作场所的条件是在加拿大境内且为被保险人自住而建的一户、两户或三户住宅（one, two or three-family dwelling），由承包商在建的商业零售广场或超过三户的住宅不算。

c. ✗ 属于“场所自动承保边界”陷阱。列名被保险人或其配偶拥有的季节性住所（seasonal residence）必须在保障摘要页列明才受保，遗漏未列明则不保。

d. ✓ 正确。在加拿大境内将成为被保险人主要住所（principal residence）的新场所，自取得所有权或接管之日起自动承保，最长至连续 30 天、保单到期终止之日或另行安排责任保险之日三者中最早的时间点。

65 答案 c

a. ✗ 属于“照管保管控制四因例外”陷阱。借来的工具处于被保险人的照管、保管或控制（care, custody or control）之下，在 Coverage E 下被除外；四因例外仅适用于他人的场所及室内财物，不适用于借用的工具。

b. ✗ 属于 Coverage E 的施工对象除外。因被保险人或他人代其施工（as a result of any work performed on them by you or anyone on your behalf）而损坏的动产或固定装置在 Coverage E 下明确不赔。

c. ✓ 正确。虽然租住的度假屋处于被保险人使用或照管（care, custody or control）之下，但对他人拥有的场所及其内财物因火灾、爆炸、水损（water damage）或取暖烹饪设备故障烟熏造成的非故意损害属于该除外的明确例外，只要被保险人负有法律责任，Coverage E 即予赔付。

d. ✗ 属于“第一方与第三方混淆”陷阱。被保险人本人及与被保险人同住的任何人（any person residing in your household）的人身伤害在 Coverage E 下被除外（仅住家雇员例外）。

65′ 答案 a

a. ✓ 正确。虽然被保险人本人及同住者的人身伤害在 Coverage E 下被除外，但住家雇员（residence employee）是该除外的明确例外；当住家雇员因被保险人的过失在工作中受伤并提出索赔时，Coverage E 予以响应。

b. ✗ 属于“照管保管控制四因例外”陷阱。对租用场所的烟熏例外仅限于取暖或烹饪设备突然、异常的故障运行所产生的烟（smoke from a sudden, unusual and faulty operation of a heating or cooking unit），壁炉（fireplace）的烟明确不算。

c. ✗ 属于“第一方与第三方混淆”陷阱。与被保险人同住的人及寄宿者（roomer or boarder）提出的人身伤害索赔在 Coverage E 下被明确除外。

d. ✗ 属于合同承担责任（liability assumed by contract）除外。口头承诺揽下的他人责任不在两项例外（无合同本身也有法律责任，或与场所有关的书面合同）之内，Coverage E 不赔。

66 答案 a

a. ✓ 正确。自愿医疗给付（Coverage F — Voluntary Medical Payments）无须证明被保险人负有法律责任或过失，只要他人在承保场所意外受伤或被保险人非故意伤人，保险人即支付自事故之日起 1 年内发生的合理手术、牙科、住院、护理、救护车及丧葬费用。

b. ✗ 属于“第一方与第三方混淆”陷阱。Coverage F 从不赔付被保险人本人及与被保险人同住的人（residents of your household，住家雇员除外）的医疗费用。

c. ✗ 属于 Coverage F 除外条款误读。任何其他医疗、牙科、手术或住院计划（medical, dental, surgical or hospitalization plan）已经承担的费用在 Coverage F 下明确不赔。

d. ✗ 属于“自愿给付年龄与对象限制”中的时间期限陷阱。Coverage F 仅支付自事故发生之日起 1 年内（within one year of the date of the accident）发生的合理医疗费用。

66′ 答案 c

a. ✗ 属于“第一方与第三方混淆”陷阱。Coverage F 从不赔付被保险人本人（the insured）的医疗费用，无论事故发生在国内还是境外。

b. ✗ 属于工伤赔偿除外。受工伤赔偿法（workers' compensation legislation）保障的人员所发生的费用在 Coverage F 下明确不赔。

c. ✓ 正确。自愿医疗给付（Coverage F）不要求证明被保险人存在过失或法律责任，承保事故之日起 1 年内发生的合理手术、牙科、住院、护理、救护车及丧葬费用。

d. ✗ 属于把 Coverage E 与 Coverage F 混淆的陷阱。需要证明法律责任（legal liability）的是 Coverage E；Coverage F 是不问对错的自愿给付。

67 答案 d

a. ✗ 陷阱：年龄。Coverage G 对故意损害的例外只到 12 岁及以下（12 years of age or under）；15 岁故意放气弄坏气门嘴不赔。

b. ✗ 陷阱：险种范围。Coverage G 明确不赔失踪与被盗（disappearance or theft），也不赔使用损失；丢了的笔记本电脑不在 G 之内。

c. ✗ 属于“第一方与第三方混淆”陷阱。被保险人或其租客拥有或租用的财产（property owned or rented by an insured or an insured's tenant）在 Coverage G 下明确除外。

d. ✓ 正确。Coverage G（自愿财产损害给付）为 12 岁及以下（12 years of age or under）的被保险人故意造成的直接财产损害开了口子：8 岁孩子故意折断邻居的鱼竿可以赔，不要求被保险人负法律责任。

67′ 答案 b

a. ✗ 属于 Coverage G 除外责任。因财产的使用损失、失踪或被盗（loss of use, disappearance or theft）而产生的索赔在 Coverage G 下明确除外。

b. ✓ 正确。自愿财产损害给付（Coverage G）承保被保险人非故意造成、且在法律上未必需要负责（even though not legally liable）的直接财产损害。

c. ✗ 属于“第一方与第三方混淆”陷阱。被保险人自己拥有的财产以及已在第一部分（Section I）下承保的财产在 Coverage G 下明确不赔。

d. ✗ 属于 Coverage G 仅保直接损害的限制。因财产的使用损失（loss of use）而产生的索赔在 Coverage G 下被明确除外。

68 答案 b

a. ✗ 混淆了自有船艇与非自有船艇的规则。38 kW（50 H.P.）上限仅针对被保险人自己拥有的船艇；对于非自有船艇（non-owned watercraft），不论类型和马力大小，其对第三方造成的责任均受保。

b. ✓ 正确。使用或操作任何非自有船艇（non-owned watercraft）对他人造成的伤害和财物损坏不论马力大小均受保；但借来的那条船本身处于被保险人的照管、保管或控制（care, custody or control）之下，其自身损坏在 Coverage E 下不赔。

c. ✗ 属于“照管保管控制四因例外”陷阱。借来的船艇本身属于被保险人使用或照管（care, custody or control）下的动产，不在“他人场所四因例外”之内，船体本身的损坏在 Coverage E 下不赔。

d. ✗ 把承保范围完全颠倒了。非自有船艇对第三方的伤害由房主保单第二部分赔付，而借来的船本身的损坏因照管、保管或控制（care, custody or control）除外而不赔。

68′ 答案 c

a. ✗ 超过舷外机功率上限。自有船艇装舷外机（outboard motor）自动承保的合计功率上限为 12 kW（16 H.P.），38 kW（50 H.P.）是其他类型发动机的上限，且非新购 30 天内，因此须加保。

b. ✗ 违反拖车挂接限制。拖车（trailer）只有在当时没有挂在、载于或被拖于需要机动车登记的机动车上（not attached to, carried on or being towed by a motor vehicle）时才受保，牵引途中脱钩归汽车保险处理。

c. ✓ 正确。被保险人自己拥有的自走式割草机、扫雪机或园艺拖拉机（self-propelled lawn mower, snow blower or garden-type tractor），只要功率不超过 19 kW（25 H.P.），即自动承保。

d. ✗ 违反使用地点限制。电动高尔夫球车（motorized golf cart）仅在球场上使用时（while in use on a golf course）才自动承保，开上公共街道不保。

69 答案 a

a. ✓ 正确。经营活动六项例外（business pursuits exceptions）规定，未满 21 岁（under the age of 21）的被保险人从事的临时或兼职经营活动（如当保姆、送报纸）仍在个人责任承保范围内。虽然 BC《Age of Majority Act》自 1970 年起将法定成年年龄定为 19 岁，但保单条款属于合同且考试口径一律按示范条款原文的未满 21 岁作答。

b. ✗ 属于“自愿给付年龄与对象限制”数字张冠李戴陷阱。12 岁及以下（12 years of age or under）是 Coverage G 赔付未成年人故意损坏他人财产的年龄上限，不是兼职经营活动例外的年龄。

c. ✗ 属于数字记忆混淆陷阱。16 是自有舷外机船艇自动承保的马力数（12 kW / 16 H.P.），示范条款中兼职经营活动例外的年龄红线是未满 21 岁。

d. ✗ 属于数字记忆混淆陷阱。25 是自走式割草机或园艺拖拉机自动承保的马力数（19 kW / 25 H.P.），兼职经营活动例外的年龄是未满 21 岁。

69′ 答案 d

a. ✗ 超出车位数量限制。经营活动例外规定出租或待租的车位或马厩位不得超过 3 个（not more than 3 car spaces or stalls），超过 3 个不保。

b. ✗ 超出寄宿者人数限制。出租自住的两户或三户住宅的一部分时，每个家庭单位的寄宿者不得超过 2 名（not more than 2 roomers or boarders per family unit），超过 2 名不保。

c. ✗ 属于“商业与专业责任错位”陷阱。提供或未能提供任何专业服务（rendering or failure to render any professional service）属于第二部分的一般除外，必须购买错漏责任险（E&O）。

d. ✓ 正确。偶尔把自己平时自住的那部分住宅出租（occasional rental of the portion of the dwelling usually occupied by you）属于经营活动除外的六项自动承保例外之一。

70 答案 c

a. ✗ 属于“商业与专业责任错位”陷阱。经营作业责任（premises and operations）保的是活正在干的时候（while work is in progress）发生的伤害或损害；本案在完工交付以后才出事，不属于经营作业。

b. ✗ 属于“商业与专业责任错位”陷阱。产品责任（products liability）针对的是被保险人卖出去的物品（things sold by the insured）本身缺陷致害，而承包商做完的安装活交付后因施工缺陷出事属于完工作业。

c. ✓ 正确。完工作业责任（completed operations liability）专门承保被保险人完成的工作在交付使用后（after the work has been completed and handed over）因施工质量问题造成的第三方人身伤害或财产损害。

d. ✗ 属于“商业与专业责任错位”陷阱。错漏责任险（E&O）承保会计师、律师、建筑师、保险经纪人等提供咨询和意见的专业人士，水管承包商完工后的物理水损归 CGL 的完工作业责任保障。

70′ 答案 b

a. ✗ 属于“商业与专业责任错位”陷阱。超市通道内撞上理货车摔断脚踝属于场所状况与作业引起的身体伤害（bodily injury），不属于人身伤害以外的权益侵害（personal injury）。

b. ✓ 正确。CGL 中的人身权益侵害（personal injury）是指经营活动造成的、身体伤害以外的侵害（injury other than bodily injury），包括书面诽谤（libel）、口头诽谤（slander）、恶意控告、非法进入或驱逐以及歧视。

c. ✗ 属于“商业与专业责任错位”陷阱。售出商品缺陷破裂致人烫伤属于产品责任（products liability）导致的身体伤害（bodily injury），而非 personal injury。

d. ✗ 属于“商业与专业责任错位”陷阱。医生、牙医、药剂师等医疗保健人员的专业失误不在 CGL 承保范围内，须由医疗过失责任险（Malpractice Insurance）承保。

第 11 章答案与解析

71 答案 c

a. ✗ 掉入『欺诈与年龄误报后果对调』陷阱。只有欺诈陈述（fraudulent misrepresentation）或合同生效时缺乏可保利益（insurable interest）才会导致合同无效，年龄误报（misstatement of age）不会使合同无效。

b. ✗ 错误理解不可抗辩期（incontestability）的范围。两年不可抗辩期明确将欺诈陈述和年龄误报列为例外，且保险人依法有权从赔款中扣除欠缴保费（unpaid premium）。

c. ✓ 符合个人意外与疾病保险（Accident and Sickness Insurance, A&S）合同特征：年龄误报（misstatement of age）是两年不可抗辩期（incontestability）的法定例外，处理方式是按真实年龄调整给付或保费而非宣告合同无效；同时欠缴保费可从理赔款中直接扣除。

d. ✗ 混淆了可保利益（insurable interest）中的书面同意规则。个人对自己本就有可保利益，无需亲属书面同意，合同中也无行政罚金规定。

71′ 答案 a

a. ✓ 两年不可抗辩期（incontestability）有两个例外：欺诈陈述（fraudulent misrepresentation）与年龄误报（misstatement of age）。故意隐瞒重大既往病史属于欺诈陈述，保险人任何时候都可以挑战并通常宣告合同无效。

b. ✗ 忽略了不可抗辩期（incontestability）的欺诈例外。两年后不可抗辩只保护非欺诈性的陈述，欺诈陈述随时可被挑战并拒赔。

c. ✗ 掉入『欺诈与年龄误报后果对调』陷阱。按真实情况调整给付或保费是年龄误报（misstatement of age）的后果，而不是欺诈陈述的后果。

d. ✗ 违背个人 A&S 合同的第一项特征：投保书（application）本身就是保险合同的组成部分，而非仅允许扣除欠缴保费。

72 答案 b

a. ✗ 掉入『等待期与失能定义对保费方向反记』陷阱。等待期（elimination period）越短、选择本职业（own occupation）定义，保费都会越贵；且可注销保单加费只能针对整类（class）被保险人，不能单挑个人。

b. ✓ 等待期（elimination period）越长、给付期（benefit period）越短、失能定义越窄如任何职业（any occupation），理赔成本越低，保费就越便宜；同时不可注销（non-cancellable）保单的续保保费保证到 65 岁，保险人不能更改。

c. ✗ 掉入方向反记与保单类型混淆陷阱。更长的给付期（benefit period）和更短的等待期会推高保费；按整类被保险人在续保时加费是可注销保单的做法，不可注销（non-cancellable）保单不能改保费。

d. ✗ 违背失能统计与核保规则。本职业（own occupation）定义最宽、保费最高；且年纪越大因疾病（sickness）失能的概率越高，保险人一般不给 60 岁以上的人提供 A&S 保障。

72′ 答案 d

a. ✗ 混淆概念。交通方式既不是旅行险也不是失能险的定价因素；且保险人在可续保保单下绝不能在续保时单挑（single out）某个被保险人加费。

b. ✗ 错误识别定价三要素。可保收入上限与法定条件不是与理赔成本并列的三大定价因素，且非不可注销保单在整类（class）理赔经验恶化时可以对整类续保加费。

c. ✗ 雇主分摊评估属于工伤计划（workers' compensation）范畴，个人 A&S 的三大定价因素是理赔成本、营运费用与投资收益。

d. ✓ 个人 A&S 保费由理赔成本（cost of claims）、营运费用（operating expenses）和投资收益（investment income）三大因素决定；对于可注销或可调整保单，当某一类被保险人理赔经验变差时，保险人可对该整类续保加费，但不得单挑个人。

73 答案 a

a. ✓ 本职业（own occupation）定义最宽：只要无法履行本职业的重要职责，即使转去做别的工作也照样全额给付；给付在等待期（elimination period）满后开始，直至康复、身故或给付期（benefit period）结束三者中的先到者为止。

b. ✗ 掉入『等待期与失能定义对保费方向反记』陷阱。任何职业（any occupation）定义最窄，只要能做任何与教育、培训、经验或收入相称的工作就不给付；且终止条件看三者中的先到者（whichever comes first），不是最后到者。

c. ✗ 混淆了任何职业（any occupation）定义与可保收入上限。在任何职业定义下，既然该小提琴家已能从事与其教育经验和收入相称的大学教学工作，给付即停止。

d. ✗ 违背本职业（own occupation）的核心规则：在本职业定义下，即便被保险人已经在从事其他工作，保单在等待期满后依然全额给付。

73′ 答案 c

a. ✗ 掉入『等待期与失能定义对保费方向反记』陷阱。本职业（own occupation）是最宽定义，而不是最窄定义。

b. ✗ 把工伤计划（workers' compensation）的净收入 90% 比例和团体周给付（weekly indemnity）的事故首日起付及 52 周混入个人失能定义题中。

c. ✓ 最窄的失能定义是任何职业（any occupation）：只要被保险人能够从事任何一种与其教育、培训、经验或收入相称的工作，保单就不给付。

d. ✗ 违背任何职业（any occupation）定义及给付终止条件。不仅能从事相称工作时不赔，即便获赔也会在康复、身故或给付期满的先到者停止。

74 答案 d

a. ✗ 掉入『工伤与非工伤及团体周给付起付日混淆』陷阱。团体周给付（weekly indemnity）只对事故从第 1 天起付，对疾病要从第 4、8 或 15 天起付；且团体失能保障在离职时自动终止。

b. ✗ 前半句正确，但后半句错误：团体计划（group insurance）的失能保障在雇佣关系结束时自动终止，不会由雇主出资自动转为个人保单。

c. ✗ 混淆了工伤计划与团体周给付。团体周给付（weekly indemnity）对疾病从第 4、8 或 15 天才开始给付，专门为了排除感冒、流感这种几天就好的小病。

d. ✓ 团体周给付（weekly indemnity）属于短期保障（13、26 或 52 周），事故从第 1 天起付，疾病按计划从第 4、8 或 15 天起付，不赔几天即愈的感冒流感；且团体失能保障在雇佣关系结束时自动终止。

74′ 答案 b

a. ✗ 掉入『工伤与非工伤及团体周给付起付日混淆』陷阱。第 4、8 或 15 天起付适用于疾病（sickness），而意外事故（accident）从第 1 天起付；LTD 在周给付期结束时立即接续，与两年不可抗辩期无关。

b. ✓ 团体周给付（weekly indemnity）对意外事故从失能第 1 天起付，给付期为 13、26 或 52 周；长期失能（Long Term Disability, LTD）的资格从周给付期结束时开始，只要仍符合定义常可付至 65 岁。

c. ✗ 完全颠倒了工伤计划与 A&S 的分工。工伤计划（workers' compensation）只保工作相关事故，九成以上与工作无关的事故正是靠 A&S（含团体计划）保障。

d. ✗ 混淆了周给付、长期失能（LTD）与可选附加险。事故第 1 天起付的是周给付；处方药与牙科属于大额医疗（Major Medical / Extended Health Care）和牙科附加计划。

75 答案 a

a. ✓ 工伤计划（workers' compensation）保费只由雇主支付，提供无过错给付（no fault benefits），受伤雇员放弃起诉雇主的权利（因此无痛苦赔偿），临时失能按雇员净收入（net earnings）的 90% 给付。按考试口径答净收入的 90%（且考试资料讲某些行业雇主强制参加），而 BC 实务现行虽同样按净收入 90% 计，但另有年度最高可保工资封顶及按雇主或家政工时门槛判定登记。

b. ✗ 三处均错：工伤计划保费只由雇主付（雇员不付）；雇员不起诉雇主、没有法院判的痛苦赔偿；临时失能按净收入（net earnings）而非毛收入的 90% 计算。

c. ✗ 掉入『工伤与非工伤及团体周给付起付日混淆』陷阱。工伤计划从失能第 1 天起付，且下班回家路上的车祸不属于工作相关事故，工伤计划不赔。

d. ✗ 掉入『工伤与非工伤及团体周给付起付日混淆』陷阱。雇员不付工伤保费，且工伤计划在疾病方面只管职业病（industrial disease），不管自然发生的疾病。

75′ 答案 c

a. ✗ 忽略了职业病（industrial disease）保障。虽然自然发生的疾病不属工伤，但在工作中接触化学品染上的职业病由工伤计划承保。

b. ✗ 掉入『工伤与非工伤及团体周给付起付日混淆』陷阱。下班回家路上的交通事故与工作无关，工伤计划不赔。

c. ✓ 工伤计划（workers' compensation）只承保工作相关事故和在工作中染上的职业病（industrial disease），因此吸入工作化学品导致的肺病获赔；下班回家途中的车祸不属于工作相关事故，必须靠个人或团体 A&S 保障。考试口径直接按是否工作相关及『某些行业强制、净收入 90%』作答，而 BC 实务现行另有最高可保工资封顶。

d. ✗ 把职业病与非工作通勤事故的赔付边界完全颠倒。职业病由工伤计划赔，下班路上的车祸工伤计划不赔。

76 答案 b

a. ✗ 掉入『旅行险定价因素混入交通方式与受供养子女误判』陷阱。旅行地区（travel destination）是重要定价因素；而 27 岁且非身心障碍的子女已超过 26 岁上限，不算受供养子女（dependant child）。

b. ✓ 旅行险定价考虑个人或家庭计划、单次或年度、行程次数、行程长短、旅行地区、保单限额、年龄与健康，不看交通方式（mode of transportation）；受供养子女（dependant child）上限为未满 20 岁，或在认证教育机构就读的未满 26 岁（未婚、同住且全额供养），身心障碍者不限年龄。

c. ✗ 年龄与健康（age and health）是旅行险的核心定价因素；且年满 20 岁但未满 26 岁的子女必须未婚、同住、全额供养并在认证教育机构就读才符合受供养子女定义。

d. ✗ 行程长短（duration of trip）直接影响保费（单次最长 180 天，年度每次可选 30 / 60 / 90 / 180 天）；27 岁全职工作未在读的子女已超过 20 / 26 岁上限，不符合受供养子女条件。

76′ 答案 d

a. ✗ 两处均错：出发前已存在的既往症（pre-existing condition）在单次最长 180 天的保单中并不自动承保；且和所有 A&S 保单一样，旅行险同样受所在省法定条件（statutory conditions）约束。

b. ✗ 掉入『旅行险定价因素混入交通方式与受供养子女误判』陷阱。交通方式与旅行险无关，且旅行险没有标准保单（no standard policy forms），每家措辞不同。

c. ✗ 混淆了受供养子女 20 岁年龄界限与既往症稳定期规则，且个人旅行险同样受法定条件（statutory conditions）约束。

d. ✓ 既往症（pre-existing condition）不自动承保，有的保单在病情受控稳定一段时间即稳定期（stability period，三或六个月，视病情而定）后会赔，且旅行险受省法定条件（statutory conditions）约束。考试口径答稳定期三或六个月且受法定条件约束，而实务现行没有全国统一稳定期天数且 BC 省《Insurance Act》对未点名排除的既往症及团体险法定条件另有具体条文规定。

77 答案 c

a. ✗ 踩中常见除外：预产期前 8 周内（within 8 weeks of the expected delivery date）的妊娠、流产或分娩，以及任何高风险妊娠，均属旅行险除外责任。

b. ✗ 掉入『行程取消与行程中断及除外边界颠倒』陷阱。参加职业体育（professional sports）或危险活动（hazardous activities）属于旅行险常见除外。

c. ✓ 旅途中突然发生的严重食物中毒符合紧急情况（emergency：保险期内突然发生、不可预见、需要立即治疗的健康问题）定义，且因为已经出发，半途住院导致的不可退预付旅费、酒店康复及返程费用属于行程中断（trip interruption）在限额内承保的范围。

d. ✗ 掉入『行程取消与行程中断及除外边界颠倒』陷阱。行程取消险（trip cancellation）只在出发日之前（prior to departure）起作用；出发后在航程途中受伤中断行程属于行程中断（trip interruption），不是行程取消。

77′ 答案 a

a. ✓ 行程取消险（trip cancellation）在出发日之前起作用：当出发前发生承保的医疗紧急情况或指定亲属去世导致被保险人不可能成行时予以补偿；而出发后发生变故则由行程中断（trip interruption）承保。

b. ✗ 掉入『行程取消与行程中断及除外边界颠倒』陷阱。行程中断（trip interruption）只管出发之后的损失，出发前无法成行导致预付旅费损失归行程取消（trip cancellation）管。

c. ✗ 混淆了可选非医疗保障（行李、机票、护照遗失与法律咨询）与行程取消险（trip cancellation）。指定亲属去世正是行程取消险的标准承保触发事件之一。

d. ✗ 把承保地域（coverage territory：离家 500 公里以上或出省生效）的旅途医疗生效条件错误套用到出发前的行程取消险（trip cancellation）上。

第 12 章答案与解析

78 答案 c

a. ✗ 掉入“合并因子 25% 误取最优”陷阱：列有多名额外驾驶人时，合并驾驶因子（[combined driver factor]）的 25% 取的是风险最高（[highest-risk]）的那位列名者（儿子 1.250），而不是因子最好的哥哥（0.700），结果会高于 1.000。

b. ✗ 掉入“合并因子乱拉低”陷阱：虽然邻居的驾驶因子（[driver factor]）比主驾（[principal driver]）好，但规则明确规定只有投保人的家庭成员（[family member]）或雇员（[employee]）才能把合并因子拉低，邻居不能用来压低保费。

c. ✓ 正确：当保单除主驾（[principal driver]）外只列配偶一人时，合并驾驶因子（[combined driver factor]）按 75% 主驾（1.000）加 25% 配偶（0.720）计算；因为配偶属于家庭成员（[family member]），其更低的个人因子可以把合并因子拉低至 1.000 以下。

d. ✗ 掉入“合并因子乱拉低”陷阱：无亲属或雇佣关系的室友既非家庭成员（[family member]）也非雇员（[employee]），即使其个人因子低于 1.000，系统也不会允许用他的名字把合并因子拉低。

78′ 答案 a

a. ✓ 正确：当列有两人以上时，合并驾驶因子（[combined driver factor]）由 75% 主驾（[principal driver]）因子加上 25% 风险最高（[highest-risk]）的那位额外列名驾驶人（外甥 1.150）决定。

b. ✗ 掉入“合并因子 25% 误取最优”陷阱：25% 权重取的是风险最高（经验最短、有责事故最多）的列名者，而不是风险最低、驾驶记录最好的妹妹。

c. ✗ 掉入“自造分摊比例”陷阱：无论额外列了多少名驾驶人，只有主驾（75%）和风险最高的一位额外列名驾驶人（25%）计入合并因子，不会拆成 50/25/25。

d. ✗ 掉入“最高风险全额替代”陷阱：100% 单一因子只在仅列主驾一人时适用；有多名驾驶人时主驾仍占 75%，最高风险额外列名者只占 25%。

79 答案 a

a. ✓ 正确：按考试口径，事故宽免（[crash forgiveness]）要求在 BC 驾驶至少 20 年，且在最近 10 年扫描期（[scan period]）内没有造成有责理赔（[chargeable claim]），即可宽免一次有责事故。（注：本题按考试口径作答；ICBC 现行规定为总驾龄满 20 年且其中至少 10 年在 BC。）

b. ✗ 掉入“省外驾龄直接抵满宽免”陷阱：按考试口径须在 BC 驾驶满 20 年（即便按现行实务也须至少 10 年在 BC），刚拿 BC 驾照一年的新居民（[new resident]）不符合事故宽免条件。

c. ✗ 掉入“15 年与 20 年数字张冠李戴”陷阱：15 年是 ICBC 核查新居民抵达前省外驾照记录的年数，而事故宽免（[crash forgiveness]）要求 20 年驾龄。

d. ✗ 掉入“忽略 10 年无事故扫描期”陷阱：虽然 BC 驾龄超过 20 年，但 6 年前已有一次有责理赔（[chargeable claim]），不满足最近 10 年扫描期（[scan period]）内无事故的前提。

79′ 答案 d

a. ✗ 掉入“省外事故计入因子”陷阱：对新居民（[new resident]）而言，来到 BC 之前在外地造成的事故不计入（只计来到 BC 后在 BC 发生的有责事故）。

b. ✗ 掉入“超额认年数与误给宽免”陷阱：虽然来到 BC 前的事故确实不计入，但 ICBC 最多只看新居民抵达前最近 15 年的驾照记录（而非全部 18 年），且刚到 BC 的新居民头 3 年因子加高，不享有事故宽免（[crash forgiveness]）。

c. ✗ 掉入“新居民与学员待遇混淆”陷阱：起步给降低因子的是学员（[learner]）；新居民在头 3 年会拿到加高的驾驶因子（[driver factor]），且 ICBC 会核查其抵达前最近 15 年的驾照记录。

d. ✓ 正确：新居民（[new resident]）头 3 年适用加高的驾驶因子（[driver factor]）（无事故则逐年回落），ICBC 会核查其抵达前最近 15 年的驾照记录，且到 BC 之前发生的事故不计入。

80 答案 b

a. ✗ 掉入“非居民不受诉讼限制”陷阱：BC 自 2021-05-01 起实施的加强照护制度（[Enhanced Care]）对针对肇事司机（[at-fault driver]）的人身伤害、死亡和车损诉讼限制，对 BC 居民和非居民同样适用。

b. ✓ 正确：在加强照护制度（[Enhanced Care]）这一无过失制（[no-fault]）框架下，居民与非居民原则上都不能就人身伤害起诉肇事司机（[at-fault driver]）；但“无过失”只代表不打官司，ICBC 仍要认定责任比例以决定车损赔付、驾驶因子升降及是否收 UDAP。

c. ✗ 掉入“无过失等于不分对错”陷阱：无过失制（[no-fault]）是指取消诉权、不问过错发放医疗康复给付，但 ICBC 依然会认定事故责任比例。

d. ✗ 掉入“肇事者无医疗给付”陷阱：在无过失制（[no-fault]）与加强照护制度（[Enhanced Care]）下，受害人和肇事人都能不问过错拿到广泛的照护与康复给付。

80′ 答案 a

a. ✓ 正确：在加强照护制度（[Enhanced Care]）下，所有 BC 居民不问过错（[no-fault]）都能拿到广泛的医疗照护与康复给付，因此这项基本给付资格不受责任比例影响。

b. ✗ 掉入“车损赔付不看责任”陷阱：ICBC 认定责任比例的第一项用途就是决定自车损失理赔在 Autoplan 保单下怎么赔付（例如基本险按不负责比例赔自车损坏）。

c. ✗ 掉入“因子升降不看责任”陷阱：只有造成有责理赔（[chargeable claim]）才会推高涉事驾车人的个人驾驶因子（[driver factor]），无责事故不会使其在续保时上升。

d. ✗ 掉入“未列名罚金不看责任”陷阱：向车辆登记车主收取未列名驾驶人事故附加费（[Unlisted Driver Accident Premium (UDAP)]）的前提之一就是未列名驾驶人造成了有责理赔。

81 答案 d

a. ✗ 掉入“两档里程折扣险种与公里数张冠李戴”陷阱：低里程折扣（[Low-Kilometre discount]）要求年保单且年行驶里程少于 5,000 km 才能减基本险 10%，7,200 km 超过了 5,000 km 门槛，反而是可选险可享按距离折扣。

b. ✗ 掉入“超 5,000 km 仍享双折扣”陷阱：只有年里程少于 5,000 km 的人才能同时拿满基本险低里程折扣和可选险按距离折扣；7,200 km 只够得上后一项。

c. ✗ 掉入“凭证形式与天数误判”陷阱：7 天内的修车行收据（含实际读数）属于合格的里程凭证，不必非得是续保当天拍的照片。

d. ✓ 正确：按考试口径，年保单且年里程少于 10,000 km（本题为 7,200 km）并提交 7 天内实际里程凭证，可享可选险 10–15% 的按距离折扣（[Distance-Based discount]），但因超过 5,000 km 不享基本险 10% 的低里程折扣。（注：本题按考试口径 <10,000 km 作答；ICBC 自 2025-06-01 起现行规定已将续保门槛放宽至 <15,000 km。）

81′ 答案 b

a. ✗ 掉入“天数记错且一次即取消十年”陷阱：长者折扣允许每月最多 6 天用于通勤、商务或送货，且第一次有责事故只是减少折扣，10 年扫描期内出第二次有责事故才会取消折扣。

b. ✓ 正确：65 岁以上投保纯休闲用途可享长者折扣（考试口径涵盖基本险、延伸第三方责任和自车损失），每个日历月最多 6 天可用于通勤、商务或送货；出一次有责理赔（[chargeable claim]）折扣减少，10 年内出第二次则取消。（注：考试口径为上述三项保障享折扣；ICBC 现行公开指南只写基本险打 25%。）

c. ✗ 掉入“纯休闲绝对禁通勤”陷阱：长者折扣明确留有每个日历月最多 6 天可用于通勤、商务或送货的余地，并非只要非休闲出行一次就使整期折扣作废。

d. ✗ 掉入“数字混搭与防盗器张冠李戴”陷阱：每月限额是 6 天而非 10 天，且被动电子防盗器（[passive immobilizer]）只减 Specified Perils 和 Comprehensive，与碰撞有责事故对长者折扣的影响无关。

82 答案 a

a. ✓ 正确：未列名驾驶人（[unlisted driver]）出有责事故，记录挂在当时开车的朋友名下，车主 Tariq 的驾驶因子（[driver factor]）不受影响。计算未列名驾驶人事故附加费（[Unlisted Driver Accident Premium (UDAP)]）：基本险差额 $200 × 15 = $3,000（未超 $5,000 上限）；可选险差额 $100 × 15 = $1,500，但按考试口径可选险部分上限为“列名时应付可选险保费的 2 倍”（2 × $450 = $900），故取 $900；合计 $3,000 + $900 = $3,900。（注：本题按考试口径“应付可选保费 2 倍”作答；现行附录措辞为已付保费的 2 倍。）

b. ✗ 掉入“漏算可选险 2 倍封顶上限”陷阱：直接把可选险差额 $100 × 15 = $1,500 加进去了，忘了可选险部分有“列名时应付可选保费 2 倍”（2 × $450 = $900）的封顶上限。

c. ✗ 掉入“未列名驾驶人出事怪错车主”陷阱：未列名者造成的有责理赔记在出事时开车的司机名下，车主自己的记录、因子和续保保费不受影响。

d. ✗ 掉入“考试口径与实务口径混用”陷阱：$3,700 是把可选险上限按“实际已付可选保费 $350 的 2 倍（$700）”计算得出的，而考试口径明确规定按“列名时应付可选保费（$450）的 2 倍（$900）”封顶。

82′ 答案 c

a. ✗ 掉入“未付款或紧急送医也收 UDAP”陷阱：收取未列名驾驶人事故附加费（[Unlisted Driver Accident Premium (UDAP)]）要求 ICBC 实际付了款，且紧急送医情形属于豁免，不收 UDAP。

b. ✗ 掉入“保费差额为零仍收罚金”陷阱：当“列名时应付保费 − 实际已付保费”的差额为零或负数（列名不会提高保费）时，不收取 UDAP。

c. ✓ 正确：同时满足三个条件——保单没有未列名驾驶人保障（[Unlisted Driver Protection (UDP)]）、未列名驾驶人（[unlisted driver]）造成有责理赔、且 ICBC 实际付了款，同时高风险表亲列名后的应付保费高于实付保费，车主须交一次性 UDAP。

d. ✗ 掉入“DRP 与 UDAP 混淆”陷阱：已列名的主驾开车使用电子设备被定罪两次以上触发的是向司机本人收取的驾驶风险保费（[Driver Risk Premium (DRP)]），而不是针对未列名者出事的 UDAP。

83 答案 b

a. ✗ 掉入“私营公司能打包卖基本险”陷阱：在 BC 这一政府强制车险省，基本险（[Autoplan Basic]）由 ICBC 独家垄断销售，私营保险公司只能卖超额保障（[excess coverage]），不能连基本险一起打包出售。

b. ✓ 正确：基本险（[Autoplan Basic]）只能向 ICBC 买；私营保险公司只能卖三样超额保障（[excess coverage]）（加高第三方责任、加强无保险/保额不足驾驶人保障、自车损失险），其中加高责任险在 ICBC 或私营公司都能买，但比 ICBC 更低的车损免赔额只有私营公司提供。

c. ✗ 掉入“把自车损失险排除在私营可售范围外”陷阱：自车损失险（含碰撞险）属于 BC 私营公司获准销售的三样超额保障（[excess coverage]）之一，并非只能向 ICBC 购买。

d. ✗ 掉入“BCUC 职能乱套”陷阱：BC 公用事业委员会（[BCUC]）负责监管 ICBC 的基本险费率并禁止交叉补贴（[cross-subsidization]），并不为个别投保人审批更低的可选险免赔额；更低免赔额只能去私营公司买。

83′ 答案 d

a. ✗ 掉入“把安省当政府强制省”陷阱：实行政府强制车险（[compulsory government insurance]）且最低第三方责任限额为 $200,000 的是 BC、Saskatchewan 和 Manitoba 三省，Ontario 属于私营制度省。

b. ✗ 掉入“魁省混合制方向记反”陷阱：在 Quebec 的混合制（[hybrid system]）中，省政府负责的是人身伤害，私营保险公司负责的是财产损失，选项把两者颠倒了。

c. ✗ 掉入“强制省套用私营省兜底池”陷阱：兜底池（[Facility Association]）只存在于私营车险省份；BC、SK、MB 作为政府强制省没有它，因为几乎所有人都能直接向政府计划买到法定最低限额的基本险。

d. ✓ 正确：BC、SK、MB 为政府强制省，基本险均含意外给付和最低 $200,000 第三方责任险；Quebec 为混合制（[hybrid system]），由省政府管人身伤害、私营公司管车损。

84 答案 c

a. ✗ 掉入“rate class 与 rate group 混为一谈”陷阱：按车辆用途（休闲或商业送货）调整基本险保费的是费率类别（[rate class]）；rate group 是按车型赔付率、维修成本等分组来调自车损失险保费的。

b. ✗ 掉入“地区归属规则颠倒”陷阱：在 14 个省内地区加省外 Z 区的地区（[territory]）划分中，私家车和摩托车按停放地归区，出租车和巴士才按通常行驶的地区归区。

c. ✓ 正确：基本险保费在统一的基础保费（[base premium]）之上，受地区（[territory]）、费率类别（[rate class]）和驾驶人记录三个调整因子影响；其中 rate class 反映车辆用途，共 150 多种，商用一般比纯休闲用途贵。

d. ✗ 掉入“虚构人口统计定价因子”陷阱：ICBC 制度的一大好处正是费率不按年龄、性别、婚姻状况定，只按驾驶经验与事故记录定价。

84′ 答案 b

a. ✗ 掉入“忽略重型商用车立即登记要求”陷阱：普通私家车按定居者规则有 30 天，但 5,000 kg 以上的商用车或商用挂车必须立即（immediately）登记上牌。

b. ✓ 正确：按考试口径，搬来 BC 定居并带车来的人须在 30 天内登记（[registration]）、上牌并投保基本险，而 5,000 kg 以上的重型商用车或商用挂车须立即登记上牌。（注：本题按考试口径“定居者 30 天”作答；现行《Motor Vehicle Act》s.21 按车辆用途分纯旅游 6 个月、非旅游 30 天豁免。）

c. ✗ 掉入“把现行旅游豁免当定居考试口径且放宽商用车”陷阱：考试口径对搬来定居者的私家车统一要求 30 天内登记，且 5,000 kg 以上商用车必须立即登记而非 30 天。

d. ✗ 掉入“省际与跨境检验混淆及 7 天里程时效串台”陷阱：只有从加拿大境外带进来的车才需要联邦和省两道检验（从 Alberta 来只需省内机械与安全检验），且 7 天是提交里程凭证的时效而非登记期限。

第 13 章答案与解析

85 答案 b

a. ✗ 错误。掉入了“EAB收入替代基数与顺位陷阱”：收入替代（Income Replacement）按税后净收入（net income）而非毛收入（gross income）的 90% 计算，从事故后第 8 天而非第 1 天起付，且排在雇主伤残计划之后。

b. ✓ 正确。在加强意外给付（Enhanced Accident Benefits, EAB）下，收入替代（Income Replacement）按税后净收入的 90% 计算（90% × $60,000 = $54,000/年），从事故后第 8 天起付，并排在雇主伤残计划、WorkSafeBC 和 EI 之后赔付。（注：考试口径只考“90% × 净收入”这一条算法，而 BC 现行规定为 90% 净收入与平均毛周薪 75% 两条取大。）

c. ✗ 错误。比例和起付日均错误，且 EAB 对 BC 居民实行不问过错（no-fault）原则，不会因投保人在事故中的过错比例而削减收入替代金额。

d. ✗ 错误。混淆了永久伤残（Permanent Impairment）与收入替代：按附表一次性给付（lump-sum payment）是永久伤残的规则，而收入替代是针对因伤无法工作期间的持续收入补偿，且排在雇主计划之后。

85′ 答案 d

a. ✗ 错误。EAB 不问过错（regardless of fault），且年满 65 岁以上但在事故发生时仍在职（employed at the time of the accident）的人同样有资格领取收入替代。

b. ✗ 错误。掉入了“EAB收入替代基数与顺位陷阱”：收入替代基于净收入（net income）的 90%、从第 8 天开始支付，并且排在 EI 之后而非之前。

c. ✗ 错误。混淆了照护者给付（Caregiver Benefit）与收入替代：照护者给付仅适用于事故时无薪照护 16 岁以下儿童或无法正常工作者的伤者，而在职有收入的 65 岁以上伤者领的是收入替代。

d. ✓ 正确。65 岁以上但在事故时在职的 BC 居民，无论是否有过错均可获得收入替代（Income Replacement），金额按税后净收入的 90% 计算，自第 8 天起付，且排在 EI 等其他工资损失给付之后。（注：考试口径按 90% 净收入计算，BC 现行规定另有平均毛周薪 75% 取大的规则。）

86 答案 a

a. ✓ 正确。虽然 BC 禁止大部分车祸人伤和车辆损坏诉讼，但“非车辆财产损失（damage to property other than a vehicle）”和“营业中断损失（losses from business interruption）”均属于诉讼限制（lawsuits limitation）的法定例外，仍可起诉；同时总重 5,000 kg 以上的重型商用车收费运货时，基本险第三方责任（Third-Party Liability, TPL）自动为 $1 million。

b. ✗ 错误。误以为 BC 的诉讼禁令覆盖一切财产：非车辆财产和营业中断属于可起诉的例外；此外基本车损（BVD）只保投保车辆本身，且明确不赔营业中断。

c. ✗ 错误。混淆了重型商用车与危险品运输车的 TPL 限额：总重超 5,000 kg 的重型商用车自动限额是 $1 million，只有运载危险品（dangerous goods，如炸药、有毒物质）的车辆才是自动 $2 million。

d. ✗ 错误。营业中断（business interruption）是不赔于 BVD，但明确列在第三方责任（TPL）诉讼限制的六大例外之内，且该重型商用车的基本险 TPL 限额是 $1 million 而非普通车的 $200,000。

86′ 答案 c

a. ✗ 错误。忽略了 TPL 的除外责任：虽然外人的建筑属于非车辆财产例外，但投保人“自有或租用的财产（property owned or rented by the insured，如自己的房子或车库）”明确属于 TPL 除外。

b. ✗ 错误。拖带本应上牌而未上牌的挂车（towing an unlicensed trailer that requires a licence）属于 TPL 明确除外；且自家车被自己撞坏绝不适用针对无保险或逃逸外人司机的法定条款。

c. ✓ 正确。第三方责任（Third-Party Liability, TPL）明确将“投保人自有或租用的财产（例如自己的房子）”以及“拖带本应上牌而没上牌的挂车”列为不适用情形（除外责任）。

d. ✗ 错误。基本险一般 TPL 限额为 $200,000 而非 $1 million，且自有财产与违规拖带未上牌挂车均在 TPL 除外清单中。

87 答案 b

a. ✗ 错误。掉入了“BVD全额赔付或全有全无误区”：基本车损（Basic Vehicle Damage, BVD）并非有责就全不赔，而是按投保人“不负责任的比例”（60%）赔付。

b. ✓ 正确。基本车损（Basic Vehicle Damage, BVD）按投保人不负责的比例赔付（60% × $15,000 = $9,000）；她自己负责的 40%（$6,000）由可选的碰撞险（Collision）赔付，且她只需按自己的责任比例支付 40% 的碰撞险免赔额（40% × $500 = $200）。

c. ✗ 错误。BVD 要按投保人负责的比例扣减，不会连有责的 40% 一起赔；此外 $750 免赔额属于法定无保险/身份不明条款下逃逸司机撞坏非车辆财产的规定，与 BVD 无关。

d. ✗ 错误。把 BVD 赔付比例反记成了有责比例，且在 BC 公路上的两车碰撞禁止车损诉讼，不找对方司机的第三方责任（TPL），而是由自己的 BVD 赔不负责的 60%。

87′ 答案 a

a. ✓ 正确。非公路事故（off-highway collision）必须至少有两辆持牌标准车（或持牌挂车）相撞，基本车损（Basic Vehicle Damage, BVD）才适用；撞上拖拉机、高尔夫球车等非标准车辆（non-standard vehicle）或行人、骑车人时 BVD 不适用，即使无责也需动用可选的碰撞险（Collision）修车。

b. ✗ 错误。掉入了“BVD全额赔付或全有全无误区”：忽略了 BVD 对非公路事故的限制条件——非公路上与非标准车辆（拖拉机）相撞，即使 0% 责任，BVD 也不适用。

c. ✗ 错误。混淆了反向责任（Inverse Liability）与非公路碰撞：反向责任针对的是加美不允许就车损索偿的省或州辖区，而非 BC 境内的非公路林地。

d. ✗ 错误。法定无保险/身份不明驾驶人条款只赔 BC 公路上的非车辆财产（建筑、围栏、自行车），绝不赔投保人的机动车车损。

88 答案 c

a. ✗ 错误。基本车损（BVD）只保 BC 公路上的车辆本身损失（最高 $200,000），既不管人身伤害，也不适用于省外事故。

b. ✗ 错误。反向责任（Inverse Liability）只赔投保车辆本身的损失，且仅在法律不允许就车损索偿的辖区（或肇事者住在该辖区）时适用，不管人伤差额。

c. ✓ 正确。保额不足驾驶人保障（Underinsured Motorist Protection, UMP）在满足“不享有 EAB”和“肇事司机第三方责任险不足以支付判定损害”时，为投保人或同住家人补足人伤判赔差额，每人最高限额为 $1 million。（注：考试口径明确将投保人在允许诉讼的省外辖区被保额不足司机撞伤列为 UMP 赔付情形；但依现行 BC 法规，BC 居民在加美被车撞伤即享有 EAB，而享有 EAB 者通常不再适用 UMP。）

d. ✗ 错误。掉入了“UMP与法定无保险条款张冠李戴”陷阱：法定无保险/身份不明驾驶人条款仅赔 BC 公路上受损的非车辆财产（最高 $200,000），不赔省外人伤判赔差额。

88′ 答案 b

a. ✗ 错误。“UMP 只管省外”是常见误区：在 BC 境内某些非公路事故中被撞的行人或骑车人，若不享有 EAB 资格且能合法起诉肇事司机，当对方保额不足时同样适用 UMP。

b. ✓ 正确。保额不足驾驶人保障（Underinsured Motorist Protection, UMP）每人最高 $1 million，必须同时满足两个条件：① 受伤的投保人或同住家人不享有加强意外给付（EAB）；② 肇事司机的第三方责任险（TPL）不足以支付判定的损害。（注：考试口径认为省外可诉辖区事故也可用 UMP，现行 BC 法规下因 BC 居民在加美均享 EAB 故极少触发 UMP。）

c. ✗ 错误。掉入了“UMP与法定无保险条款张冠李戴”陷阱：赔 BC 公路上非车辆财产 $200,000 的是法定无保险/身份不明驾驶人条款，不是 UMP。

d. ✗ 错误。UMP 的第一前提就是“不享有 EAB 资格”，且 UMP 不适用于不允许车祸诉讼的地方（包括 BC 公路上的普通车祸）。

89 答案 d

a. ✗ 错误。掉入了“碰撞险与综合险边界混淆”陷阱：如果是飞来或正在坠落的物体砸中车辆归综合险（Comprehensive），但撞上“已经掉落在路上的物体（石头、树）”属于与路面物体碰撞，归碰撞险（Collision）。

b. ✗ 错误。列明风险险（Specified Perils）只保火灾、盗窃、风暴冰雹等直接列明风险，不保车辆行驶中撞上路面障碍物的碰撞损失。

c. ✗ 错误。基本车损（BVD）只适用于涉及特定车辆的事故，单车撞上路面上的树木、坑洞或护栏不属于与另一辆车相撞，需走可选的碰撞险。

d. ✓ 正确。碰撞险（Collision）承保与另一车、人或物体的碰撞或翻车，明确包含撞上路面、坑洞或裂缝、掉在路上的物体（如石头、已经倒在路上的树）以及护栏、桥墩等。

89′ 答案 b

a. ✗ 错误。掉入了“碰撞险与综合险边界混淆”陷阱：把两者的保障范围完全颠倒了——撞动物（活的或死的）和风挡玻璃归综合险（Comprehensive），压过坑洞（pothole）归碰撞险（Collision）。

b. ✓ 正确。列明风险险（Specified Perils）承保火灾、盗窃、雷电风暴冰雹涨水、地震、爆炸等列明风险，但明确不保故意破坏（vandalism）、恶意毁损（malicious mischief）、撞动物和风挡玻璃；这些需购买综合险（Comprehensive），且综合险理赔不影响驾驶因子。

c. ✗ 错误。虽然综合险理赔确实不影响驾驶因子（driver factor），但“车内物品（personal property inside the vehicle）”和“家人或雇员偷车”均属于碰撞险与综合险的共同除外责任。

d. ✗ 错误。将两种定价类别记反了：大多数私家车和轻型商用车使用车型分组（rate group），而挂车、房车、摩托车、总重 5,000 kg 以上商用车、雪地车、高尔夫球车和定制车才使用申报价值（declared value）。

90 答案 a

a. ✓ 正确。从事汽车买卖、修理、保养、存放、服务或代客停放业务的人员（auto repair / garage personnel），即使得到车主许可（even with the owner's permission），也不在车主的基本险保障内，须另买车库保单（garage policy）；同时基本险的承保地域（territorial limits）仅限加拿大、美国及往返加美港口的船只，进入墨西哥后不赔。

b. ✗ 错误。掉入了“反向责任与车库人员绝对化表述”陷阱：汽车修理等行业人员是“持照且获车主许可即受保”这一规则的法定排除对象；且承保地域不含墨西哥。

c. ✗ 错误。修车师傅不受车主保单保障；而美国全境（含往返加美港口的船只）本来就在基本险自动承保地域内，无需额外批单。

d. ✗ 错误。基本险的承保地域明确包含加拿大、美国以及往返加美两国港口的船只（vessels travelling between ports in Canada and the United States）。

90′ 答案 d

a. ✗ 错误。掉入了“反向责任与车库人员绝对化表述”陷阱：代客泊车（valet parking）属于汽车存放/服务行业，即使持有有效驾照并获车主许可，也被排除在车主的基本险之外。

b. ✗ 错误。基本险承保地域（territorial limits）仅限加拿大、美国及往返加美港口的船只，在墨西哥境内驾车不受保障。

c. ✗ 错误。从事汽车买卖（buying or selling motor vehicles）业务的个人或公司，即使获得车主同意，也不在车主那份基本险内，必须依赖自己的 garage policy。

d. ✓ 正确。基本险的被保险人（insured）包括车主或承租人（lessee）、保单列名驾驶人，以及任何持有有效驾照并经车主或承租人许可驾驶的非汽修/泊车行业人员；往返加美港口的船只也在承保地域内。

91 答案 c

a. ✗ 错误。法定无保险/身份不明驾驶人条款（Statutory Uninsured/Unidentified Motorist Provision）来自《Insurance (Vehicle) Act》，对全体 BC 居民开放，即使没有车、没有保单、没有 BC 驾照也同样受保。

b. ✗ 错误。掉入了“UMP与法定无保险条款张冠李戴”陷阱：UMP 保的是无 EAB 资格且对方保额不足时的人伤判赔差额，不管非车辆财产损失。

c. ✓ 正确。独立于基本险的法定无保险/身份不明驾驶人条款（Statutory Uninsured/Unidentified Motorist Provision）自动赔付全体 BC 居民在 BC 公路上被无保险或逃逸司机损坏的非车辆财产（建筑、围栏、自行车），最高限额 $200,000；因系逃逸司机所致，索赔人须先承担 $750 免赔额。

d. ✗ 错误。反向责任（Inverse Liability）只赔投保机动车的车损，且仅适用于事故发生地或肇事者居住地为加美不允许索偿辖区的情形，不保围栏和自行车。

91′ 答案 b

a. ✗ 错误。掉入了“反向责任与车库人员绝对化表述”陷阱：反向责任在“事故发生地”或“肇事者居住地（even if the crash happened elsewhere）”是不允许就此类车损索偿的加美辖区时均适用；且基本险会替投保人支付对方责任比例的碰撞险免赔额。

b. ✓ 正确。当事故发生在加美某个法律不允许就车损索偿的辖区、或肇事者居住在该类辖区时，反向责任（Inverse Liability）按对方负责的比例（75%）赔付投保车辆损失；投保人自己负责的 25% 走可选碰撞险（Collision），且基本险会替投保人付对方责任比例（75%）的那部分碰撞险免赔额。

c. ✗ 错误。把反向责任的赔付比例记反了（应按对方有责的 75% 赔），且胡乱套用了只保非车辆财产的法定无保险条款和 $750 免赔额。

d. ✗ 错误。混淆了保额不足驾驶人保障（UMP，$1 million、无 EAB 条件）与反向责任（Inverse Liability，按对方责任比例赔车损）。

第 14 章答案与解析

92 答案 b

a. ✗ 掉入“同住亲友当成偶尔借车”陷阱：虽然一年最多 12 天是未列名驾驶人保障（Unlisted Driver Protection, UDP）的一般限额，但同住的家庭成员本来就在四种除外之内，一天也不适用。

b. ✓ 正确：主驾、登记车主或承租人的家庭成员（household/family members）或雇员属于未列名驾驶人保障（Unlisted Driver Protection, UDP）明确除外的四种人之一；他们未列名而在投保人车上造成有责事故，车主须付未列名驾驶人事故保费（UDAP）。

c. ✗ 把“符合 UDP 条件的未列名者出事后续保要付费”误套在同住家人身上：同住家人从一开始就不受 UDP 保护，第一次出事就要算 UDAP。

d. ✗ 以偏概全：有有效驾照且自 2019-09-01 起 5 年内未在投保人车上出过事故只是排除另外两项除外，并不能绕过“家庭成员除外”这一条。

92′ 答案 d

a. ✗ 编造规则：未列名驾驶人保障（Unlisted Driver Protection, UDP）并没有“工作日白天不保”的规定，拒保原因在于驾驶人是车主的雇员。

b. ✗ 与规则相反：新的基本车险保单会自动免费附带 UDP，不需要事先加费购买。

c. ✗ 把上限当成下限：12 天是一年最多可开的天数上限（超过 12 天即除外），而不是最低天数要求。

d. ✓ 正确：登记车主、承租人或主驾的家庭成员与雇员（employees）均在 UDP 的四种除外之列，即使一年只开一天也不受 UDP 保护。

93 答案 a

a. ✓ 正确：随综合险或列明风险险自动附带的自动使用损失（Automatic Loss of Use）只在整车被盗（theft of the entire vehicle）时触发；只被偷走轮胎、发动机等零件（theft of parts）是不赔的。

b. ✗ 掉入“偷零件误当整车被盗”陷阱：向警方报案后 72 小时起算是整车被盗时的规则，只偷车轮根本不会触发自动使用损失。

c. ✗ 混淆了可选使用损失与自动使用损失：立即起算是可选使用损失（Optional Loss of Use）的规则，且自动使用损失既不保偷零件，也没有免赔额。

d. ✗ 张冠李戴：“理赔额高于自车险免赔额且立即起算”是加买了可选使用损失（Optional Loss of Use）后的条件，而车主并未加买可选使用损失。

93′ 答案 c

a. ✗ 混淆起算时间：“事故或事件后立即起算”属于可选使用损失（Optional Loss of Use），而不是自动使用损失。

b. ✗ 数字混淆：12 小时是七件套中目的地协助（Destination Assistance）的费用发生时限，不是自动使用损失的等待期。

c. ✓ 正确：买了综合险或列明风险险（Specified Perils）即自动享有自动使用损失（Automatic Loss of Use），在整车被盗并向警方报案后 72 小时起算，且无免赔额。

d. ✗ 记漏了险种范围：自动使用损失随综合险（Comprehensive）或列明风险险（Specified Perils）都会自动附带。

94 答案 b

a. ✗ 掉入“混淆套餐内含与除外”陷阱：目的地协助（Destination Assistance）明确不含租替代车，路边应急费用报销也明确不含电瓶、轮胎、汽油等零件耗材。

b. ✓ 正确：七件套的目的地协助（Destination Assistance）赔付车因碰撞、盗窃或故意破坏不能开时 12 小时内去原目的地的交通（如打车，不含租车）；路边应急每个保期最多报销 2 次搭电等服务费，但不含电瓶等零件。

c. ✗ 缩窄触发原因并搞错次数限制：目的地协助在碰撞、盗窃或故意破坏不能开时都适用，而路边应急每个保期最多限 2 次。

d. ✗ 混淆两个套餐的边界：目的地协助、盗窃免赔豁免和路边应急费用报销都是七件套新增的三项，不在四件套里。

94′ 答案 a

a. ✓ 正确：在四件套中，非 BC 居民（non-BC residents）不享有租车保障（Rental-Vehicle Coverage）和出行被盗保障（Vehicle Travel Protection）。

b. ✗ 把能享有的当成除外的：非居民除外的是租车保障与出行被盗保障，而不是加高使用损失与锁具钥匙。

c. ✗ 掉入“混淆套餐内含与除外”陷阱：目的地协助（Destination Assistance）和盗窃免赔豁免（Theft Deductible Waiver）属于七件套新增项目，本来就不在四件套里。

d. ✗ 混淆独立可选险与套餐：收入补足和非公路第三方责任是单独的可选保障，不属于四件套子项，且在 BC 上牌投保的非居民是可以买收入补足的。

95 答案 c

a. ✗ 混淆了产品赔法与除外："全额重置价、计通胀"是新车重置升级或重置成本险的赔法，且忽略了限折旧险在第 3 个年款生效时的火灾除外。

b. ✗ 掉入"新车三险的年款与第3年火盗陷阱"：50% 全损门槛属于第 1、2 个年款的新车重置升级（New Vehicle Replacement Plus），且限折旧险在第 3 个年款当天生效时不保火灾全损。

c. ✓ 正确：限折旧险（Limited-Depreciation Coverage）虽然可保不超过 3 个年款（model years）的车，但如果保障生效当天已是第 3 个年款，由火灾、盗窃、故意破坏或恶意毁损造成的全损是不保的（仍按普通自车险实际现金价值 ACV 处理）。

d. ✗ 年款记反：新车重置升级（New Vehicle Replacement Plus）只保第 1、2 个年款；第 3 个年款可以买重置成本险或限折旧险。

95′ 答案 b

a. ✗ 把轻型商用车误判为不合格：总重 5,500 kg 及以下的轻型商用车是符合新车保障资格的，只有房车（motorhomes）不能买。

b. ✓ 正确：新车重置升级（New Vehicle Replacement Plus）适用于已买碰撞险和综合险、第 1 或第 2 个年款的私家车或总重 5,500 kg 及以下的轻型商用车，修理估价超市值 50% 即算全损；但房车（motorhomes）不能买。

c. ✗ 掉入"新车三险的年款与第3年火盗陷阱"：房车不能买，且"可高至市值 90%"是重置成本险（Replacement-Cost Coverage）的特点，不是重置升级的 50%。

d. ✗ 资格与重量门槛全错：轻型商用车的重量上限是 5,500 kg（4,800 kg 合规），而房车一律不能买。

96 答案 d

a. ✗ 把私家车/轻商的 $5M 上限和 Hit and Run 的 $750 免赔额串到了商用车和非公路第三方责任上。

b. ✗ 前半句正确，但非公路第三方责任（Off-Highway Third Party Liability）五档限额均没有免赔额。

c. ✗ $2 million 是运危险品重型商用车在基本险里的起点限额，延伸第三方责任可以把它加高到 $10 million。

d. ✓ 正确：运危险品的重型商用车通过延伸第三方责任（Extended Third Party Liability）可从基本险的 $2M 最高加到 $10 million；持牌非标准车在非公路使用的非公路第三方责任（Off-Highway Third Party Liability）可选 $200,000 至 $5M 五档，且没有免赔额（no deductible）。

96′ 答案 b

a. ✗ 编造前置条件：所有 BC 居民不论有没有车险保单（不论有无基本险）都可以买收入补足（Income Top-Up）。

b. ✓ 正确：收入补足（Income Top-Up）与专项保障一样是单独出保单（separate policy），所有 BC 居民都能买，最多可买 10 档、每档 $10,000，最高加高 $100,000。

c. ✗ 出单方式与档位全错：收入补足是单独保单，且是 10 档 × $10,000 = 最高 $100,000，不是 $200,000。

d. ✗ 编造无车居民减半规则：无车 BC 居民同样可买满 10 档共 $100,000。

97 答案 a

a. ✓ 正确：临时保险证（binder, APV38）属于专项保障（Specialized Coverages），为 BC 居民或机构在加拿大或美国本土新购、正开回 BC 登记的车提供 1 到 31 天保障；它保车在省外行驶，但不一定代表别处允许上路，可能仍需当地行车许可。

b. ✗ 天数与效力均错：期限是 1 至 31 天（不是 60 天），且它只是保险凭证，不自动代替其他辖区的上路许可。

c. ✗ 讲义特别提醒的考点：车险里的这个 APV38 binder 与一般财产保险合同里的 binder（临时承保单）含义不同。

d. ✗ 混淆两项专项保障：不上牌的农用拖拉机横穿或上公路使用的是未上牌农用拖拉机证书（Unlicensed Farm Tractor Certificate，须随车携带），不是 APV38。

97′ 答案 c

a. ✗ 混淆了收藏车与古董车："只作休闲用途（pleasure use）"是收藏车（collector vehicle，至少 25 年或 15 年限量）的规则；古董车（至少 30 年）只限去指定场合，日常买菜兜风一律不许。

b. ✗ 忽略了灯光安全限制：古董车若不符合灯光等安全规定，只能在白天开（daylight hours only）。

c. ✓ 正确：古董车证书（Vintage Motor Vehicle Certificate）要求车龄至少 30 年、挂 vintage plates，且只允许在去或在于指定检验点、修理保养点、游行或展览、车会活动、婚礼或毕业典礼、公共仪式时行驶。

d. ✗ 混淆古董车证书与存放保单（Storage Policy），且即便是存放保单也明确要求车辆不得停在公共公路上（not parked on a highway）。

98 答案 d

a. ✗ 掉入"违约后果颠倒或酒驾等起诉"陷阱：违反保障条件（breach of coverage conditions）时，保险公司仍然会赔付受害第三方，不会让无辜第三方落空。

b. ✗ 编造双倍免赔规则：违反保障条件的结果是拒赔违约者自己的车损，而不是加倍免赔额。

c. ✗ 违背考试口径：没有有效驾照（包括驾照过期未续）在考试口径中明确属于违反保障条件（注：尽管法条字面读法与 2026 年驾照限制条款新规有细节差异，本讲考试口径一律按"没有有效驾照即违反条件"作答）。

d. ✓ 正确：按考试口径，没有有效驾照属于违反保障条件（breach of coverage conditions）（注：法条细节与考试口径的对照以考试口径"无有效驾照＝违反"为准）；违反条件的标准三步后果是：照赔受害第三方、不赔违约者自己的车、之后向违约者追偿付给第三方的钱。

98′ 答案 b

a. ✗ 掉入"违约后果颠倒或酒驾等起诉"陷阱：只要驾驶人醉到无法正常控制车辆，即使警察没有起诉（not charged），保险公司也照样拒赔她的车。

b. ✓ 正确：酒驾导致醉到无法正常控制车辆（incapable of proper control of the vehicle）即构成违反保障条件（注：考试口径的清单题写酒测超 0.05，而现行 BC 法规 s.55(8)(a) 与考试案例题均用"无法正常控制车辆"判据），不需要被起诉或定罪即可拒赔自车损失。

c. ✗ 编造折半赔付规则：违反保障条件时，违约者自己的车损是一律拒赔，不会因为没撞到别人就赔一半。

d. ✗ 把两项独立的违反条件绑在一起：参加比赛或测速、酒后驾驶各自单独构成违反条件，不需要同时发生。

第 15 章答案与解析

99 答案 b

a. ✗ 掉入「监管机构张冠李戴」陷阱。保险中介的监管完全属于省级管辖（provincial jurisdiction），联邦政府的监管机构管不着各省的保险经纪人。

b. ✓ 正确。在 BC、AB、SK、MB 四省，具体的牌照核发（licensing）、投诉（complaints）和纪律处分（disciplinary matters）以及制定行为规章（by-laws）已委托给各自独立的保险理事会（Insurance Council）。（注：本题按考试考试口径作答，不服 Council 决定一般上诉至 Superintendent；BC 现行实务则依《Financial Institutions Act》由 BCFSA 监管并向 Financial Services Tribunal 上诉。）

c. ✗ 掉入「监管机构张冠李戴」陷阱。省级经纪人行业协会（professional association）只负责会员专业标准与举办考试，不是法定监管者，无权核发或吊销牌照。

d. ✗ 掉入「监管机构张冠李戴」陷阱。安省注册保险经纪人协会（RIBO）是根据安省 1981 年立法设立的安省自律组织，对 BC 省的持牌人没有任何跨省管辖权。

99′ 答案 d

a. ✗ 掉入「监管机构张冠李戴」陷阱。行业协会（professional association）并非政府监管机构，无权受理针对 Insurance Council 行政决定的上诉。

b. ✗ 掉入「监管机构张冠李戴」陷阱。加拿大保险监管者理事会（CCIR）是协调政策与发布利益冲突三原则的机构，不是受理个案纪律上诉的法定机关。

c. ✗ 掉入「监管机构张冠李戴」陷阱。保险中介监管属于省级事务，不受联邦财政部管辖。

d. ✓ 正确。按考试口径，负责执行《保险法》（Insurance Act）的是省级保险监督官（Superintendent，在 BC 称为 Superintendent of Financial Institutions），Insurance Council 的决定一般可向其上诉。（注：本题按考试口径作答；BC 现行法下不服 Council 决定是依《Financial Institutions Act》向 Financial Services Tribunal 上诉。）

100 答案 c

a. ✗ 此项陈述正确，不符合题意。按考试口径，一级牌照（Level I）持有人只限在经纪行办公室内工作，并随时受二级（Level II）或三级（Level III）持牌人监督。

b. ✗ 此项陈述正确，不符合题意。二级牌照（Level II）持有人可以在经纪行办公室内外开展所有一般保险业务，但仍须受三级（Level III）持牌人监督。

c. ✓ 正确（此项为错误陈述）。掉入「牌照级别与升级条件混淆」陷阱：分级牌照制（step licensing）每升一级都要求掌握更多知识并通过相应考试，绝不是凭工作年资自动升级；且只有 Level III 才能拥有或管理经纪行。（注：本题按考试口径作答；BC 现行 Council Rules Rule 6(1) 对 Level 1 另有修完规则课可出外执业及固定薪金比例等规定。）

d. ✗ 此项陈述正确，不符合题意。在 BC 的三级牌照体系中，每升一级要求更多专业知识，且只有三级牌照（Level III）持有人才被允许拥有或管理经纪行。

100′ 答案 a

a. ✓ 正确。在分级牌照制（step licensing）下，只有三级牌照（Level III）持有人才能拥有或管理经纪行，且升级必须达到更高一级的知识要求，不能仅凭工作年资替代。

b. ✗ 掉入「牌照级别与升级条件混淆」陷阱。Level II 虽然可以在办公室内外开展业务，但仍受 Level III 监督，且不能拥有或管理经纪行。

c. ✗ 掉入「牌照级别与升级条件混淆」陷阱。分级牌照制升级靠的是每升一级要求更多的专业知识（通过认可考试），而非凭工作年限自动晋升。

d. ✗ 掉入「牌照级别与升级条件混淆」陷阱。无论经营个人险还是商业险，Level II 持牌人都不得拥有或管理经纪行。

101 答案 a

a. ✓ 正确。按考试口径，跨省执业的经纪人必须在每一个做业务的省份都持牌；此外，保险人在某省承保财产时，保单须由该省持牌经纪人副署（countersign）并分给其部分佣金，否则违法。（注：本题按考试考试口径作答；BC 现行成文法中并无副署分佣条文。）

b. ✗ 掉入「牌照级别与升级条件混淆」陷阱。虽然 BC 牌照确实是连续有效并有年度申报要求（continuous with an annual filing requirement），但牌照属于省级管辖，不会自动获得跨省执业权。

c. ✗ 错误。经纪人必须在每一个开展业务的省份持牌，且承保外省财产须遵守当地持牌经纪人副署（countersign）的规定，不能因客户总部在 BC 就豁免。

d. ✗ 错误。保荐人（sponsor）只能是雇用申请人的经纪行或保险人（自雇者由所代表的保险人保荐），行业协会不作保荐，且 3 年是新斯科舍省的牌照期限而非跨省暂保单。

101′ 答案 c

a. ✗ 错误。自雇（self-employed）申请人必须由其所代表的保险人（insurer）保荐，而非行业协会；且 3 年期是新斯科舍省的牌照期限，不是 BC 省。

b. ✗ 错误。虽然牌照期限通常是一年（如安省为 1 年），但全国并不统一：BC 省为连续有效并有年度申报要求，新斯科舍省为 3 年。

c. ✓ 正确。受雇申请人由雇用他的经纪行或保险人保荐，自雇申请人由其所代表的保险人（insurer）保荐；BC 省牌照为连续有效并要求年度申报（continuous with an annual filing requirement）。（注：本题按考试口径作答；BC 现行 Council Rules 要求每年缴费并确认继续教育与 E&O，逾期 60 天自动注销。）

d. ✗ 错误。持牌人不得销售其牌照类别以外的保险，例如在安省销售旅行险（travel insurance）需要另外申领牌照。

102 答案 d

a. ✗ 掉入「把现行实务当成考试口径」陷阱。把保单所列保费（stated policy premium）的一部分以现金返还给投保人作为购买诱因（inducement），是最典型的回扣，按考试口径属于违法并可吊销牌照。

b. ✗ 掉入「回扣与合法折扣或小赠品不分」陷阱。回扣不限于现金，提供钱以外的有价物（something of value other than money，如一年健身会籍）作为转保诱因，同样属于违法回扣。

c. ✗ 错误。经纪人私下将部分佣金返还给被保险人以促成交易，实质就是返还保单所列保费的一部分作为诱因，构成违法回扣（rebating）。

d. ✓ 正确。价值小到不足以构成购买诱因的小赠品（giveaways of minimal value，如笔、咖啡杯、帽子）不算回扣；保险人自己批准并直接体现在保单保费中的折扣也不是经纪人私下返还的回扣，因此均不会导致吊照。（注：本题按考试口径作答，回扣一律违法可吊照；BC 现行法 FIA s.79 则允许低于保费 25% 的回扣。）

102′ 答案 b

a. ✗ 掉入「把现行实务当成考试口径」陷阱。低于保费 25% 允许回扣是 BC 现行《Financial Products Disclosure Regulation》的规定，但考试考试口径一概判定现金返还保费属于违法回扣。

b. ✓ 正确。按考试口径，把保单所列保费的一部分以现金返还给投保人作为购买诱因，属于违反《保险法》（Insurance Act）的回扣（rebating），是吊销牌照的六个法定事由之一。（注：本题按考试口径作答；BC 现行法 FIA s.79 允许低于保费 25% 的回扣。）

c. ✗ 掉入「回扣与合法折扣或小赠品不分」陷阱。只有笔、咖啡杯、帽子这类价值极小、不足以构成购买诱因的小赠品（giveaways）才不算回扣；专门用来抹平差价促成交易的现金返还明确构成诱因。

d. ✗ 掉入「把协会纪律当成行政吊照」反向陷阱。回扣违反的是《保险法》（Insurance Act）或同类法规，属于法定吊销牌照的事由，而非仅违反协会标准。

103 答案 b

a. ✗ 错误。搭售（tied selling）、收取不合情理的费用（unconscionable fees）以及未披露损害客户利益的激励，属于违反行为准则中「建议客户」与「收费披露」的情形，而非挪用信托资金的三种形式。

b. ✓ 正确。经纪人以信托方式（in trust）持有保费，动用信托资金是严重违规，挪用信托资金（misappropriation of trust funds）明确包括三种情况：财务控制不力（poor financial control）、故意虚报信托头寸（willful misstatement of trust position）以及侵占资金（embezzlement of funds）。

c. ✗ 错误。违规使用无牌保险人和回扣属于其他独立的吊照或违法事由，不属于挪用信托资金的三种形式。

d. ✗ 错误。与保险人正常协商代理协议或处理自身佣金收入并非挪用客户信托保费。

103′ 答案 a

a. ✓ 正确。吊照事由之一是「不合理地未把收取并扣留的保费交给保险人，超过代理协议约定的期限」；交保费的具体期限写在经纪行与保险人签署的代理协议（agency agreement）中。

b. ✗ 错误。CCIR 2006 年文件规定的是管理利益冲突的三条基本原则（客户利益优先、披露利益冲突、产品适合性），不规定上交保费的账期。

c. ✗ 错误。行业协会的个人承诺（personal pledge）是关于公平专业对待各方的伦理承诺，不约定经纪行向保险人结算保费的期限。

d. ✗ 错误。隐私立法规范的是客户个人信息的收集与保密，与保费结算期限无关。

104 答案 c

a. ✗ 错误。行为准则明确规定，经纪人要对自己能力的弱点保持敏感，超出个人能力时绝不能「边做边学」（learn as they go）。

b. ✗ 错误。对保险原理没有清楚理解、对实务程序没有扎实知识就不算称职（competent），贸然出单会导致不合理的保障缺口。

c. ✓ 正确。根据行为准则第二条「能力」（competence），当业务超出个人能力边界时，经纪人应当拒绝代理（decline to act）并建议客户去找具备该方面能力的经纪人，而不是边做边学。

d. ✗ 错误。违反行为准则第五条「保密」（confidentiality）：客户信息只能为当初提供它的目的并在授权范围内分享，不得擅自向其他经纪人泄露客户机密。

104′ 答案 d

a. ✗ 错误。根据行为准则第一条「诚信」（integrity），被判刑事罪（conviction of a criminal offence）即使与经纪工作无关，也会被认定为不达诚信标准。

b. ✗ 错误。根据行为准则第五条「保密」（confidentiality），不能把一个客户的机密透露给另一个客户，且保密义务在经纪人不再代理该客户之后依然存在（continues after the broker no longer acts for the client）。

c. ✗ 错误。利用客户缺乏经验、教育、年轻或不够老练（taking advantage of a client's inexperience, lack of education, youth, or lack of sophistication）占便宜，直接违反「诚信」（integrity）准则。

d. ✓ 正确。根据行为准则第五条「保密」（confidentiality），经纪人不仅在代理期间不得把一个客户的机密透露给另一个客户，而且这项保密义务在不再代理该客户之后依然存在。

105 答案 a

a. ✓ 正确。根据行为准则第六条「收费披露」（fee disclosure），在单张保单上收取超出保险人保费的任何费用，必须事先书面（in writing in advance）向被保险人清楚解释金额和收费理由；说不出理由的费用被视为「不合情理」（unconscionable）。

b. ✗ 错误。以购买家财险为条件才出车险保单属于典型的「搭售」（tied selling），行为准则第四条「建议客户」明确规定经纪人不得参与或协助搭售。

c. ✗ 掉入「把协会纪律当成行政吊照」陷阱。行业协会（professional association）的标准高于法律要求，达不到协会标准的后果是可能被终止会籍（termination of membership），而不是由协会吊销牌照。

d. ✗ 错误。根据行为准则第四条「建议客户」，没有告诉客户保单上有保证条款（warranty）且那是承保条件，属于服务与建议不达标的典型例子。

105′ 答案 b

a. ✗ 掉入「把协会纪律当成行政吊照」陷阱。奖金若损害客户利益则必须披露；且违反行业协会准则的后果是终止会籍而非吊销牌照。

b. ✓ 正确。按考试口径，经纪人因把业务放给某保险人而得到任何激励或奖金，如果是他推荐该保险人而损害客户利益（to the detriment of the client）的一个因素，就必须披露；而违反高于法律的行业协会准则，后果是可能被终止会籍（termination of membership），不是吊销牌照。（注：本题按考试口径作答；BC 现行《Financial Products Disclosure Regulation》要求提供产品时一律告知是否收受保险人佣金，不以损害客户为前提。）

c. ✗ 错误。搭售（tied selling）一律禁止，且说不出理由的收费被视为不合情理（unconscionable）。

d. ✗ 错误。根据行为准则第八条「维护职业操守」，当某人很可能因明显违反保险法规而遭受严重损害时，经纪人有义务向相应监管机构报告。