

Vehicle purchase and modification

Policy 04-07: Effective January 1, 2000

“To help severely injured workers become more independent, the WCB-Alberta provides support and assistance in a consistent, timely and cost-effective manner. The worker’s eligibility is determined according to the severity of the injury and the worker’s functional needs. Each case is judged on its own merit. This consolidated policy is effective January 1, 2000 unless noted otherwise. Any exceptions are listed within the specific policy section(s).”

Transportation

WCB-Alberta provides appropriate transportation for you based on the your physical condition, need, vehicle adaptability and adherence to National Safety standards or similar applicable legislative requirements. Your functional ability is determined by an occupational therapist’s assessment. Transportation could range from payment for disabled adult transportation services as a temporary measure, to modification of your vehicle, to provision of a new vehicle to accommodate your disability. Major modifications will be provided to only one vehicle at any time, but hand controls may be supplied for another vehicle owned by you.

WCB-Alberta-provided vehicle purchases and modification

A vehicle may be provided for modification when, because of a permanent compensable (acceptable work-related) disability, you:

- must use a power wheelchair
- use a manual wheelchair but are medically assessed to be unable to self-transfer from the wheelchair to the vehicle from outside the vehicle

In both cases, you require a specially modified vehicle as you must either enter the vehicle while remaining in the wheelchair or use a power lift, or other mechanized device, to enter the vehicle. The decision is based on your medically assessed functional needs. WCB-Alberta also takes into consideration your transportation needs. For example, a worker living in a nursing home requiring only occasional transportation - it may be more practical to pay for commercial transportation as needed rather than purchase a vehicle.

Purchase and ownership

You (an injured worker) must coordinate all vehicle purchases through WCB-Alberta, in consultation with the case manager, before a vehicle is selected. Generally, it takes three to nine months from the time the vehicle is ordered until it is modified and ready for delivery. Once you have received licensing and any necessary driver training, a security agreement will be finalized. Vehicles will only be released when they comply with the Canadian Motor Vehicle Safety Standards. A new vehicle may be provided, as long as there are no suitable vehicles available from WCB-Alberta recycled inventory. Any vehicle provided or modified by WCB-Alberta must first meet strict safety requirements.

You own the vehicle. However, WCB-Alberta will require you to sign a security agreement that gives WCB-Alberta a security interest in the vehicle. The security agreement will outline the terms and conditions upon which the vehicle will be transferred to you.

Ownership of the vehicle will not be transferred to you until a signed security agreement is on file, and the security agreement is registered by WCB-Alberta Legal Services with the Personal Property Registry as a first charge.

Security agreement

The security agreement covers:

<ul style="list-style-type: none"> The amount of money advanced by WCB-Alberta for the vehicle 	<ul style="list-style-type: none"> Provision of assurances or documentation
<ul style="list-style-type: none"> WCB-Alberta's security interest in the vehicle 	<ul style="list-style-type: none"> Insurance requirements
<ul style="list-style-type: none"> WCB-Alberta's access to the vehicle 	<ul style="list-style-type: none"> Vehicle maintenance/damage
<ul style="list-style-type: none"> WCB-Alberta's protection from legal actions or costs 	<ul style="list-style-type: none"> Ownership/Vehicle sale or transfer
<ul style="list-style-type: none"> Considerations if the worker defaults on terms or conditions 	<ul style="list-style-type: none"> Leaving the province of Alberta
<ul style="list-style-type: none"> Events entitling WCB-Alberta to enforce the security agreement which may result in: <ul style="list-style-type: none"> - repayment of the outstanding amount secured or fair market value, - vehicle delivery to WCB-Alberta - seizure of the vehicle 	<ul style="list-style-type: none"> The situations that may affect the vehicle such as: <ul style="list-style-type: none"> - other charges owed by the worker - suits or other legal proceedings against the worker

Not covered by WCB-Alberta:

The following items are generally not covered, since they are not usually required to accommodate the worker's medically assessed functional needs:

<ul style="list-style-type: none"> anti-lock brakes 	<ul style="list-style-type: none"> tire upgrades
<ul style="list-style-type: none"> cellular phones 	<ul style="list-style-type: none"> trailer hitch or tow bar
<ul style="list-style-type: none"> custom paint, trim or detailing 	<ul style="list-style-type: none"> audio system upgrades
<ul style="list-style-type: none"> larger engines or diesel engines 	<ul style="list-style-type: none"> upholstery or interior upgrades
<ul style="list-style-type: none"> remote-control vehicle starter 	<ul style="list-style-type: none"> window coverings or tinted windows
<ul style="list-style-type: none"> running boards 	<ul style="list-style-type: none"> AMA roadside assistance
<ul style="list-style-type: none"> tilt steering or cruise control 	

You may purchase additional upgrades or options. WCB-Alberta will charge you for the additional cost as a result of the extra options. Reimbursement of these costs is taken into consideration as part of the security agreement.

Vehicle maintenance

You are responsible for operating costs and normal vehicle maintenance including replacement of tires or brakes. You may periodically be asked to provide confirmation that a regular maintenance schedule is maintained. WCB-Alberta will pay the cost of maintaining movable specialized equipment such as lifts and ramps provided as part of the vehicle modifications. At the time the vehicle is provided, WCB-Alberta will set terms and conditions for maintenance requirements and ownership in the security agreement.

Increased fuel consumption is generally considered part of the normal operating costs, which WCB-Alberta does not cover.

WCB-Alberta will pay for and arrange a qualified person/agency to provide driver training on modified vehicles.

Insurance

All basic insurance costs remain your responsibility as they are considered to be the same as would normally be incurred by the general population. However, WCB-Alberta may pay for the increased portion of your vehicle insurance if the increased cost is a result of the disability. At the time the vehicle is provided, WCB-Alberta will set terms and conditions of insurance requirements and ownership in the security agreement.

Replacement vehicles

A new vehicle is expected to remain roadworthy for at least 10 years. If you request a new vehicle before 10 years because the current one is not roadworthy, WCB-Alberta will evaluate the request on a case-by-case basis. Exceptional circumstances will be considered (for example, a manufacturer's defect or high mileage). If you cannot produce regular maintenance records, the replacement vehicle costs may be prorated between you and WCB-Alberta.

A replacement vehicle may also be provided if your physical needs change and the necessary additional modifications cannot reasonably be made to the existing vehicle.

Selling a vehicle

In some cases, you might wish to sell a vehicle you purchased, and WCB-Alberta modified, before the end of the vehicle's expected life span. It is financially irresponsible for WCB-Alberta to provide vehicles to workers who already have adequate transportation, regardless of whether WCB-Alberta purchased the vehicle. In such cases, WCB-Alberta may defer entitlement to a vehicle until the time when it is anticipated your existing vehicle would have reached the end of its useful life span. You will have to reimburse WCB-Alberta for the appraised value of the modifications that can not be resold or recycled. If you disposes of a WCB-purchased vehicle before the end of its useful life span, WCB-Alberta may require you to pay WCB-Alberta the estimated value of the vehicle. More details are outlined in the security agreement.

For the same reason, WCB-Alberta generally does not pay for transportation (e.g. taxi, bus etc.) once we have supplied a modified vehicle that would have met your needs had it not been sold.

Special Circumstances

Garage/Parking Space - WCB-Alberta may, if reasonably possible, modify a garage to adequately fit the vehicle and accommodate accessibility.

A WCB-Alberta vehicle as collateral - WCB-Alberta already has a security agreement registered against the vehicle so, in most cases, you cannot use the vehicle as security for a loan unless there is enough additional equity not covered by WCB-Alberta's security agreement. If the vehicle is to be used as collateral for a loan, you must first obtain WCB-Alberta's written permission before another security agreement is registered against the vehicle.

** Any vehicle supplied to the worker should be returned in good repair when it is no longer required. The security agreement will stipulate the exact requirements of any repayment or return of a vehicle or its equipment.*