

STATUTORY CONDITIONS

MATERIAL FACTS. 1. All statements made by the Insured upon the application for this policy shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense of a claim under this policy unless it is contained in the written application for the policy and unless a copy of the application, or such part thereof as is material to the contract, is endorsed upon or attached to the policy when issued.

MISREPRESENTATION. 2. If any person applying for insurance falsely describes the property to the prejudice of the Insurer or knowingly misrepresents or conceals or omits to communicate any circumstance which is required by the terms of the written application to be made known to the Insurer, the contract shall be void as to the property or risk undertaken in respect to which the misrepresentation or omission is made.

MATERIAL CHANGE IN RISK. 3. Any change material to the risk, and within the control and knowledge of the Insured, shall void the policy as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the Insured in writing that, if he desires the policy to continue in force, he must, within fifteen days of the receipt of the notice pay to the Insurer an additional premium, and in default of such payment the policy shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

FORM OF CONTRACT. 4. After a written application for insurance is received by the Insurer, it shall be deemed that any policy sent to the Insured is intended to be in accordance with the terms of the application, unless the Insurer points out by registered letter addressed to the Insured the particulars wherein it differs from the application, in which case the Insured may, within one week from the receipt of the notification, reject the policy.

RISKS NOT COVERED. 5. The Insurer shall not be liable under this policy while the automobile, with the knowledge, consent or connivance of the Insured is being driven by a person under the age limit fixed by law, or, in any event, under the age of 16 years, or by an intoxicated person.

RISKS NOT COVERED EXCEPT BY PERMISSION. 6. (1) Unless otherwise specifically stated in the policy, or endorsed thereon, the Insurer shall not be liable:—

- (a) For loss or damage caused by earthquake, invasion, insurrection, riot, civil commotion, military or usurped power.
 - (b) If the interest of the Insured in the automobile is other than unconditional and sole ownership.
 - (c) If the automobile is or becomes encumbered by any lien or mortgage.
 - (d) If there is any material change in the nature of the insurable interest of the Insured in the automobile, by sale, assignment or otherwise, except through change of title by succession, or by death, or by an authorized assignment under the Bankruptcy Act.
 - (e) If at the time a loss, damage or accident occurs, there is any other insurance, of the same interest, whether valid or not, covering said loss or damage, or any portion thereof, which would have been in force if this insurance had not been effected.
- (2) If permission has been given for other insurance under paragraph (e) of this condition, the Insurer will be liable only for his rateable proportion of such loss or damage.

INSPECTION. 7. The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

ACCIDENTS TO THE PERSONS AND PROPERTY OF OTHERS. 8. (1) Upon the occurrence of an accident involving bodily injuries or death, or damage to property of others, the Insured shall promptly give written notice thereof to the Insurer, with the fullest information obtainable at the time. The Insured shall give like notice, with full particulars of any claim made on account of such accident, and every writ, letter, document or advice received by the Insured from or on behalf of any claimant shall be immediately forwarded to the Insurer.

(2) The Insured shall not voluntarily assume any liability or settle any claim, except at his own cost. The Insured shall not interfere in any negotiations for settlement or in any legal proceedings, but, whenever requested by the Insurer, shall aid in securing information and evidence and the attendance of any witnesses, and shall co-operate with the Insurer, except in a pecuniary way, in all matters which the Insurer deems necessary in the defense of any action or proceeding or in the prosecution of any appeal.

(3) No action to recover the amount of a claim under this policy shall lie against the Insurer unless the foregoing requirements are complied with and such action is brought after the amount of the loss has been ascertained either by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer and no such action shall lie in either event unless brought within one year thereafter.

LOSS OR DAMAGE TO THE INSURED AUTOMOBILE. 9. (1) Upon the occurrence of any loss of or damage to the insured automobile, the Insured shall, if such loss or damage is covered by this policy;

(a) Forthwith give notice thereof, in writing, to the Insurer, with fullest information obtainable at the time, and shall, at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage; or until the Insurer has had a reasonable time to make the examination provided for in subsection 2 of this condition.

(b) Deliver to the Insurer within ninety days of the date of the loss or damage a statutory declaration stating the place, time and cause of the loss or damage, so far as the Insured knows or believes, the interest of the Insured and of all others in the automobile, the sound value thereof, the amount of loss or damage thereto, all encumbrances thereon, and all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.

(2) After any loss or damage to an insured automobile, the Insurer shall have right of access to and examination of such automobile by accredited agents of the Insurer sufficient to enable such agents to ascertain the amount of the damage sustained.

(3) The Insured shall submit to examination under oath, and shall produce for examination, at such reasonable place as is designated by the Insurer or its representative, all books of account, bills, invoices and other vouchers, in his possession or control which relate to the matters in question, and shall permit extracts and copies thereof to be made.

(4) The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality; provided, that in the event of any part of the automobile being obsolete and out of stock the liability of the Insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price; the ascertainment or estimate of such loss or damage shall be made by the Insured and the Insurer, or if they disagree, then by appraisers, as hereunder provided.

(5) Except where an appraisal has been had, the Insurer, instead of making payment, may within a reasonable time repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after receipt of the proofs of loss; but there can be no abandonment of the automobile to the Insurer without its consent. In the event of the Insurer exercising such option, the salvage, if any, shall revert to it.

(6) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such questions shall be determined by appraisers before recovery can be had hereunder, whether the right to recover on the policy is disputed or not and independently of all other questions. The Insured and the Insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and failing to agree, shall submit their differences to the umpire.

(7) In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting, or dies, a judge of a superior, county or district court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the Insured or of the Insurer.

(8) An award in writing of the two appraisers, or of one appraiser and the umpire, shall determine the nature and extent or adequacy of the repairs and replacements, or the amount of such loss or damage.

(9) Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

(10) Neither the Insurer nor the Insured shall be deemed to have waived any provision or condition of this policy by any act relating to the appraisal, or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

(11) The sum for which the Insurer is liable hereunder for loss or damage shall be payable within sixty days after the proof of loss herein required has been received by the Insurer, but if appraisal is demanded, then within fifteen days after the award has been made by the appraisers. No suit or action, however, may be brought for the recovery of any claim unless the Insured has complied with the foregoing requirements, nor unless such action is commenced within one year after the happening of the loss.

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM. 10. Notice of claim may be given and proofs of claim may be made by the agent of the Insured, in case of the absence of the Insured or in case of inability of the Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case or if the Insured refuses to do so by a person to whom any part of the Insurance money is payable.

FRAUD. 11. Any fraud or wilfully false statement made under oath or in a declaration in relation to any of the above particulars shall vitiate the claim of the person making the declaration in any matter affected by such fraud or false statement.

SUBROGATION. 12. The Insurer on paying the loss shall be subrogated to the extent of such payment to all right of recovery against any third party, and on such payment, or on assuming liability therefor may require from the Insured a transfer of his rights against such third party, and the Insured shall execute all documents properly required by the Insurer to secure to it such rights.

CANCELLATION. 13. (1) This policy may be cancelled at any time at the request of the Insured, and the Insurer shall, upon surrender of the policy, refund the excess of paid premium above the customary short rate premium for the time the policy has been in force.

(2) This policy may be cancelled at any time by the Insurer giving to the Insured fifteen days' notice in writing of cancellation by registered mail, or five days' notice of cancellation personally delivered, and refunding the excess of paid premium beyond the pro rata premium for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such repayment shall accompany the notice, and in such case, the fifteen days' notice above mentioned shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

WAIVER. 14. No condition or provision of this policy, either in whole or in part, shall be deemed to have been waived or altered by the Insurer unless the waiver is clearly expressed in writing signed by the manager of the Insurer or its chief agent for Canada or this Province.

NOTICE. 15. Any written notice to the Insurer may be delivered at or sent by registered post to the chief agency or head office of the Insurer in Canada or in the Province in which the policy is issued. Written notice may be given to the Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address, notified to the Insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

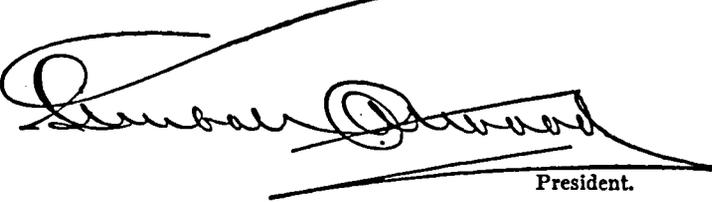
IN WITNESS WHEREOF THE NEW JERSEY INSURANCE COMPANY of Newark, N. J., has caused this Policy to be signed by its President and Secretary, but the same shall not be binding upon the Company until countersigned by a duly authorized representative of the Company.


Secretary.


President.

IN WITNESS WHEREOF THE PREFERRED ACCIDENT INSURANCE COMPANY OF NEW YORK, has caused this Policy to be signed by its President and Secretary, but it shall not be in force until countersigned by a duly authorized agent of the Company.


Secretary


President.

Endorsement on Policy

CANADIAN
LAW
LIBRARY

SUPREME COURT OF B. C.
Vancouver Registry
Exhibit No. 3.
Vandepitte v. Preferred Accident Ins. Co.
Put in by P.
Date 25/11/29
"W.H.A."
Registrar.

732/29

AUTOMOBILE POLICY
No. A 12498

The
**New Jersey Insurance
Company**

of Newark, N. J.
CANADIAN HEAD OFFICE, VANCOUVER, B. C.

AND

The Preferred
Accident Insurance Company

of New York
CANADIAN HEAD OFFICE,
TORONTO

ISSUED TO

Date of Expiry _____ 192__

Premium _____

SEELEY & CO. LIMITED
MANAGERS FOR WESTERN CANADA
418 PENDER STREET WEST
VANCOUVER, B. C.

IN THE SUPREME COURT OF BRITISH COLUMBIA.
Vandepitte v. Preferred
This is the paper writing referred to as
Exhibit "B" in the affidavit of HARRY ALFRED ROBERTSON
sworn herein this 11th day of June, 1929, before me
"J. S. MACKAY"
A Commissioner.

IN THE SUPREME COURT OF BRITISH COLUMBIA.
Vandepitte v. Preferred
This is the paper writing referred to as
Exhibit "B" in the affidavit of George Elliott Housser
sworn herein this 11th day of June, 1929, before me.
"J. S. MACKAY"
A Commissioner.

CANCELLATION of POLICY

YEAR	MONTH	DAY

Cancellation.....

by.....

.....

..... \$

..... \$

..... \$

Whether PRO RATA or
and why. If rewritten state
or.

..... Agency 19.....

In consideration of..... Dollars
return premium, receipt of which is hereby acknowledged, this Policy is hereby
cancelled and surrendered to THE NEW JERSEY INSURANCE COMPANY
and THE PREFERRED ACCIDENT INSURANCE COMPANY.

..... Insured

..... Payee.

Combination Automobile Policy No. A 13093

ENT.....	
BORD N.....	
P.....	
EX.P.C.....	
APP.....	

The New Jersey Insurance Company
of Newark, New Jersey

The Preferred Accident Insurance Company
of New York

SEELEY & CO. LTD.
MANAGERS FOR WESTERN CANADA
VANCOUVER, B. C.

Replacing Policy No. new Expired Canceled

Agency Vancouver B. C.

DAILY REPORT MUST BE MAILED THE SAME DAY POLICY IS ISSUED

Item 1.—Name of Insured R. E. BERRY, ESQ.
Address 5076 Connaught Drive, Point Grey B. C.
Number Street Town or City Province
Nationality Canadian Occupation or Business
Employed by Business Address 553 Granville Street,
The Automobile will be principally used in Vancouver, B. C. and vicinity, and will be usually kept in a
private garage at 5076 Connaught Drive, Point Grey B. C.
Public or Private No. Street Town or City Province

Item 2.—The Policy Period shall be from noon on April 14th, 1927, to noon on April 14th 1928.
Standard Time, at Insured's address as herein stated.

Item 3.—The Insurance granted by this Policy applies only to the specified sections A, B, C and D only of this item to **The New Jersey Insurance Company** and Section "E" hereof only to **The Preferred Accident Insurance Company of New York,** for which a premium charge is made, and is subject to the terms of the Insuring Agreements and the following specified limitations, deductions and amounts.

PERILS INSURED AGAINST	LIMITS	Premium
SEC. A.—Fire and Transportation	Amount of Insurance \$ <u>1,000.00</u> Rate <u>.70</u>	\$ <u>7.00</u>
SEC. B-1.—Theft	\$ <u>1,000.00</u> .50	\$ <u>5.00</u>
2. \$ <u>100.00</u> of the amount of Theft Insurance is extended to cover additional equipment		\$ <u>1.00</u>
SEC. C.—Collision Damage to Automobile Covered by this Policy	{ Amount Deductible from each separate claim, \$ <u>25.</u>	\$ <u>30.00</u>
SEC. D.—Legal Liability for Damage to Property of Others	Any One Accident, \$ <u>1000</u>	\$ <u>7.00</u>
SEC. E.—Legal Liability for Bodily Injuries or Death	One Person - \$ <u>5,000</u> One Accident - \$ <u>10,000</u>	\$ <u>12.00</u>
TOTAL PREMIUM		\$ <u>62.00</u>

Item 4.—The following is the description of the Automobile:—

Trade Name	Type of Body	Truck Tonnage	Serial No.	Motor No.	No. of Cylinders	Model Year	Model Letter or Number	List Price
<u>MCLAUGHLIN</u>	<u>SPORT TOURING</u>		<u>87548</u>	<u>1118123</u>	<u>6</u>	<u>1924</u>		<u>\$2845.</u>

Item 5.—Particulars of the Purchase of the Automobile:—

Purchased by the Insured			If Second-Hand Date Bought New		Actual Cost to Insured Including Equipment	Is Automobile Fully Paid for	State Amount of Mortgage, Lien or Encumbrance	Name of Person, Firm or Corporation to whom Policy is payable if not to Insured
Month	Year	New or 2nd H'd	Month	Year				
<u>Sept.</u>	<u>1923</u>	<u>new</u>				<u>Yes</u>		

Item 6.—The Automobile will be used for the following purposes only: Private purposes and business calls
excluding commercial delivery
NOTE:—In describing the "use" under Item No. 6 the following phrases should be used where applicable; otherwise give proper description: "Private Purposes only," "Private Purposes and Business calls excluding Commercial delivery," "Commercial use incidental to business described," "Livery," "Taxicab," "Omniibus," "Ambulance," "Fire Department Appliance," "Police Patrol."

Item 7.—Will the Automobile be operated by any person bodily deformed or maimed? no

Item 8.—Has any company cancelled, declined to renew or issue automobile insurance to the Insured? no

Item 9.—Particulars of any other insurance now in force respecting this Automobile? none

Item 10.—Particulars of any claims made against or by the Insured, or of any accidental damage or other loss sustained by the Insured in respect of the ownership or operation of any automobile.

Loss by Fire.....	} <u>Company has records</u>
Loss by Theft.....	
Collision Damage to Automobile.....	
Damage to property of others.....	
Injuries to Persons.....	<u>none</u>

Item 11.—Name of approved Locking Device Approved Name of approved Fire Extinguisher
Name of approved Bumper—Front Approved Rear

If the Applicant knowingly misrepresents or conceals any fact or circumstance required by this application to be made known, the contract of insurance shall be void as to the property or risk undertaken in respect of which the misrepresentation or omission is made.

I/we do hereby declare that the Automobile described is maintained in a safe and sound condition, and that the statements above made are in every respect true and correct, and I/we hereby apply for a contract of insurance to be based on the truth of said statements.

Date 19..... MR. C. A. MITCHELL Agent

Endorsement on Daily Report

Renewed No. A10726.

This Policy contains a partial payment of loss clause.

Loss No. 306/15

Date of Fire June 28/27

Date Paid Sept. 27/27

Amount of Loss: \$91.30 Coll.; \$75.00 P. Damage.

In the Supreme Court of B. C.
Vandepitte vs. Preferred

This is the paper writing referred to as exhibit "A" in the affidavit of Arthur Hugo Ray sworn herein this 11th day of June, 1929, before me.

"ALEX. LAIRD,"
A Commissioner, etc.

APPLICATION FOR AUTOMOBILE INSURANCE

Policy No.

The New Jersey Insurance Co. The Preferred Accident Insurance Co.

of Newark, New Jersey

of New York

SEELEY & CO., LIMITED, MANAGERS FOR WESTERN CANADA, VANCOUVER, B. C.

Item 1.—Name of Insured R. E. BERRY, ESQ.
Address 5076 Connaught Drive, Point Grey B. C.
Nationality Canadian
Occupation or Business
Employed by
Business Address 553 Granville Street,
The Automobile will be principally used in Vancouver, B. C.
private garage at 5076 Connaught Drive, Point Grey B. C.
Item 2.—The Policy Period shall be from noon on April 14th, 1927, to noon on April 14th 1928.

Item 3.—The Insurance granted by this Policy applies only to the specified sections A, B, C and D only of this item to The New Jersey Insurance Company and Section "E" hereof only to The Preferred Accident Insurance Company of New York, for which a premium charge is made, and is subject to the terms of the Insuring Agreements and the following specified limitations, deductions and amounts.

Table with columns: PERILS INSURED AGAINST, LIMITS, Premium. Rows include Fire and Transportation, Theft, Collision Damage, Legal Liability for Damage to Property of Others, and Legal Liability for Bodily Injuries or Death.

Item 4.—The following is the description of the Automobile:—
TOTAL PREMIUM \$ 62.00
Table with columns: Trade Name, Type of Body, Truck Tonnage, Serial No., Motor No., No. of Cylinders, Model Year, Model Letter or Number, List Price.

Item 5.—Particulars of the Purchase of the Automobile:—
Table with columns: Purchased by the Insured, If Second-Hand Date Bought New, Actual Cost to Insured Including Equipment, Is Automobile Fully Paid for, State Amount of Mortgage, Lien or Encumbrance, Name of Person, Firm or Corporation to whom Policy is payable if not to Insured.

Item 6.—The Automobile will be used for the following purposes only: Private purposes and business calls
NOTE:—In describing the "use" under Item No. 6 the following phrases should be used where applicable; otherwise give proper description: "Private Purposes only," "Private Purposes and Business calls excluding Commercial delivery," "Commercial use incidental to business described," "Livery," "Taxicab," "Omnibus," "Ambulance," "Fire Department Appliance," "Police Patrol."
Item 7.—Will the Automobile be operated by any person bodily deformed or maimed? no
Item 8.—Has any company cancelled, declined to renew or issue automobile insurance to the Insured? no
Item 9.—Particulars of any other insurance now in force respecting this Automobile? none
Item 10.—Particulars of any claims made against or by the Insured, or of any accidental damage or other loss sustained by the Insured in respect of the ownership or operation of any automobile.
Loss by Fire, Loss by Theft, Collision Damage to Automobile, Damage to property of others, Injuries to Persons. Company has records

Item 11.—Name of approved Locking Device Approved Name of approved Fire Extinguisher
Name of approved Bumper—Front Approved Rear

If the Applicant knowingly misrepresents or conceals any fact or circumstance required by this application to be made known, the contract of insurance shall be void as to the property or risk undertaken in respect of which the misrepresentation or omission is made.

I do hereby declare that the Automobile described is maintained in a safe and sound condition and that the statements above made are in every respect true and correct, and I hereby apply for a contract of insurance to be based on the truth of said statements.

Agent..... Signature of Assured R. E. Berry.

Address..... Date..... 19

*Endorsement on application
for automobile insurance*

In the Supreme Court of B. C.
Vandepitte vs. Preferred

This is the paper writing referred to as Exhibit "A" in the affidavit of Harry Alfred Robertson sworn herein this 11th day of June, 1929, before me.

"J. S. MacKAY,"
A Commissioner.

In the Supreme Court of B. C.
Vandepitte vs. Preferred

This is the paper writing referred to as Exhibit "C" in the affidavit of George Elliott Housser sworn herein this 11th day of June, 1929, before me.

"J. S. MacKAY,"
A Commissioner.

This Policy contains a partial payment of loss claimed.

732/29

Supreme Court of B. C.

Vancouver Registry

Exhibit 3.

Vandepitte vs. Preferred Accident Insurance Co.

Put in by P. Date 25/11/29.

"W. H. A." Registrar.

The Preferred Accident Insurance Company

of New York

1101 FEDERAL BUILDING, TORONTO

Automobile Accident Notice

Policy No. 12081.....



Name of Assured.....R. E. BERRY.....

Home Address.....5076 CONNAUGHT DR. VAN..... Phone No.....

Business Address.....EXCHANGE BLDG., DAVIE & BARRARD Phone No.....

Make of Automobile...McLAUGHLIN...H. P..... Year...1924..... Serial No.....87548..... Type...TOUR.....

Date of Accident.....5th MARCH..... at.....3..... o'clock.....P.....M.

Injury to Persons

Name of Injured.....MRS. VANDEPITTE..... Full Address.....556 GEO. ST. W.....

Nature of Injuries.....BROKEN ARM & BRUISES ON NECK & BACK..... Age.....

Where taken after accident.....GENERAL HOSPITAL.....
(Home, Name of Hospital, Physician)

Damage to Property of Others

Owner of Property Damaged..... Address

Description of Property Damaged.....MOON SEDAN.....

732/29
SUPREME COURT OF B. C.
VANCOUVER REGISTRY
EXHIBIT No. 4
VANDEPITTE VS. PREFERRED
ACCIDENT
PUT IN BY 25/11/29
"W.H.E." Registrar.

Damage to Automobile of Assured

(No repairs to be made without consent of Company)

Extent of Damage (approximate).....\$200.00.....

Name Party Causing Damage.....VANDEPITTE..... Address...556 GEO. ST. W..... License No...52181.....

Car now at.....CENTRAL GARAGE.....

How long will it remain there?.....—UNTIL REPAIRED.....

Witnesses:

Name.....E. CHALCROFT Address.....1958 12th AVE. E.....

Name.....W. H. CULLINAN..... Address.....7th & MAIN (McCLAY MOTORS).....

Name.....L. H. JACKSON..... Address.....188 HASTINGS ST. W.....

Name Address

Date of Notice.....MARCH 8th.....1928..... R. E. BERRY..... Assured
(Over)

Statement of Person Driving Car at Time of Accident

(This Information Must be Given in Detail)

Name.....MISS JEAN BERRY.....Address.....5076 CONNAUGHT DR. VAN.....

Driving Experience.....6 YRS.....Age...19.....License No.....28398.....

State under whose employ you were at the time of accident mentioned herein, and under whose employ you are.....

Exact place of accident.....COR. CARNARVON & 10th AVE. VAN. (Name Street and City)

If at night, what lights were lit?.....

Direction and speed of your automobile.....EAST.....SPEED 20-25 M.P.H. (Use Compass directions)

Direction and speed of other automobile or vehicle.....SOUTH.....SPEED UNKNOWN (Use Compass directions)

Side of street on which each vehicle was at the time of the accident and distance from the nearest curb.....I WAS TRAVELLING IN CENTRE OF 10th AVE. DO NOT KNOW POSITION OF THIS CAR.....

State about signals given by either party, blowing of horns, etc.....NONE

Number of passengers and their names in both vehicles.....2 IN MY CAR. DON McGOOGAN & EDNA KNOWLTON.....

Condition of the weather.....CLEAR.....

Kind of pavement and a description of its condition.....CEMENT'

Remarks, if any made, by people in either vehicle at time of accident, or immediately after the accident

State whether or not assured's car was in good running order and under complete control of the Chauffeur or driver.....YES

State under whose direction car was being driven at the time of the accident and where the car was going from and to.....

PERMISSION OF ASSURED. RETURNING HOME FROM B. C. UNIVERSITY.....

Give your honest opinion as to who was at fault.....MR. VANDEPITTE

Who ordered you to operate the car on the trip on which the accident occurred? What orders were given to you at said time?

If no orders were given to you, state fully why you had the car out

Exact description of accident.....I WAS PROCEEDING EAST ON 10th AVE. VAN. AND WHEN AT THE INTERSECTION OF CARNARVON ST. I COLLIDED WITH A MOON CAR GOING SOUTH AT HIGH SPEED.....

Name street and indicate point of collision.

Date.....MCH 8-28 Signature.....JEAN BERRY

COMBINATION AUTOMOBILE POLICY No. **A 12498**

The
**New Jersey Insurance
Company**

OF NEWARK, NEW JERSEY
Canadian Head Office: VANCOUVER, B. C.

Hereinafter Called Insurer (A)

The Preferred
Accident Insurance Company

OF NEW YORK

Canadian Head Office: TORONTO

Hereinafter Called Insurer (B)

In Consideration of the premium (s) herein provided, and of the Statements forming a part hereof, DOES HEREBY AGREE to indemnify the Insured hereinafter named and designated as such, against loss arising from the perils specifically insured against, as hereinafter set forth in Sections "A", "B", "C" and/or "D" only of Item 3 in respect to the automobile (s) described in the Statements of this Policy (hereinafter referred to as the Automobile) subject to the exclusions and conditions contained herein or such other exclusions or conditions as may be endorsed hereon.

In Consideration of the premium (s) herein provided, and of the Statements forming a part hereof, DOES HEREBY AGREE to indemnify the Insured hereinafter named and designated as such, against loss arising from the perils specifically insured against, as hereinafter set forth in Section "E" only of Item 3 in respect to the automobile (s) described in the Statements of this Policy (hereinafter referred to as the Automobile) subject to the exclusions and conditions contained herein or such other exclusions or conditions as may be endorsed hereon.

This policy is made and accepted subject to the provisions, exclusions, conditions and statements set forth herein or endorsed hereon, and to the conditions printed on the back hereof, and upon acceptance of this policy the Insured agrees that its terms embody all agreements then existing between himself and Insurer A or Insurer B or any of their Agents relating to the insurance described herein, and no Officer, Agent or other Representative of Insurer A or Insurer B shall have power to waive any of the terms of this policy unless such waiver be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the Insured unless so written or attached.

SEELEY & CO. LIMITED
MANAGERS FOR WESTERN CANADA
VANCOUVER, B. C.

Replacing Policy No. Expired Cancelled

Agency

The following is a copy of the application containing the statements made by the Insured, and this policy is issued by the Insurer relying upon the truth thereof:

STATEMENTS

Item 1.—Name of Insured.....
Address
Number Street Town or City Province
Nationality Occupation or Business.....
Employed by Business Address
The Automobile is and will be principally used in..... and vicinity, and is and will be usually kept in a
garage at
Public or Private No. Street Town or City Province

Item 2.—The Policy Period shall be from noon on.....192....., to noon on.....192.....
Standard time, at Insured's address as herein stated.

Item 3.—The Insurance granted by this Policy applies only to the specified sections A, B, C and D only of this item to The New Jersey Insurance Company and Section "E" hereof only to The Preferred Accident Insurance Company of New York, for which a premium charge is made, and is subject to the terms of the Insuring Agreements and the following specified limitations, deductions and amounts.

PERILS INSURED AGAINST	LIMITS		Premium
	Amount of Insurance	Rate	
SEC. A.—Fire and Transportation - - - - -	\$		\$
SEC. B-1.—Theft - - - - -	\$		\$
2. \$.....of the amount of Theft Insurance is extended to cover additional equipment - - - - -			\$
SEC. C.—Collision Damage to Automobile Covered by this Policy - - - - -	Amount Deductible from each separate claim, \$.....		\$
SEC. D.—Legal Liability for Damage to Property of Others	Any One Accident, \$1,000		\$
SEC. E.—Legal Liability for Bodily Injuries or Death	One Person - \$5,000		\$
	One Accident - \$10,000		
TOTAL PREMIUM			\$

Item 4.—The following is the description of the Automobile:—

Trade Name	Type of Body	Truck Tonnage	Serial No.	Motor No.	No. of Cylinders	Model Year	Model Letter or Number	List Price

Item 5.—Particulars of the Purchase of the Automobile:—

Purchased by the Insured			If Second-Hand		Actual Cost to Insured Including Equipment	Is Automobile Fully Paid for	State Amount of Mortgage, Lien or Encumbrance	Name of Person, Firm or Corporation to whom Policy is payable if not to Insured
Month	Year	New or 2nd H'd	Month	Year				

Item 6.—The Automobile is and will be used for the following purposes only:.....
NOTE:—In describing the "use" under Item No. 6 the following phrases should be used where applicable; otherwise give proper description: "Private Purposes only," "Private Purposes and Business calls excluding Commercial delivery," "Commercial use incidental to business described." "Livery," "Taxicab," "Omnibus," "Ambulance," "Fire Department Appliance," "Police Patrol."

Item 7.—Will the Automobile be operated by any person bodily deformed or maimed?

Item 8.—Has any company cancelled, declined to renew or issue automobile insurance to the Insured?.....

Item 9.—Particulars of any other insurance now in force respecting this Automobile?

Item 10.—Particulars of any claims made against or by the Insured, or of any accidental damage or other loss sustained by the Insured in respect of the ownership or operation of any automobile	Loss by Fire.....
	Loss by Theft.....
	Collision Damage to Automobile.....
	Damage to Property of others.....
	Injuries to Persons.....

Item 11.—Name of approved Locking Device..... Name of approved Fire Extinguisher.....
Name of approved Bumper—Front.....Rear.....

If the Applicant knowingly misrepresents or conceals any fact or circumstance required by this application to be made known, the contract of insurance shall be void as to the property or risk undertaken in respect of which the misrepresentation or omission is made.

I do hereby declare that the Automobile described is maintained in a safe and sound condition and that the statements above made are in every respect true and correct, and I hereby apply for a contract of insurance to be based on the truth of said statements.

INSURING AGREEMENTS

Insurers A and B shall in no event be liable under any of the following sections, excepting that section or those sections for which a specific premium charge is made in Sections (A), (B), (C), (D) and/or (E) of Item 3 of the foregoing statements, and subject thereto the Insurers agree:

Section A—LOSS BY FIRE AND TRANSPORTATION.—To indemnify the Insured against direct loss or damage to the automobile, including its equipment, caused by fire arising from any cause whatsoever, or lightning, or by the stranding, sinking, collision, burning or derailment of any conveyance on land or water, in or upon which the automobile is being transported, including general average and salvage charges for which the Insured is legally liable; excluding, however, loss or damage to rugs, robes, baggage, personal belongings and extra bodies. The Insurer's liability under this section shall not exceed the amount stated in Section "A" of Item 3 of the Statements, and shall be reduced by the amount of any loss paid hereunder.

Section B-1—LOSS BY THEFT.—To indemnify the Insured against direct loss or damage to the automobile, including its equipment while in or on the said automobile, caused by theft, with the following exceptions:—

- (1) Theft by any person or persons in the Insured's household or in the Insured's service or employment, whether the theft occurred during the hours of such service or employment or not;
- (2) The wrongful conversion, theft or secretion by a mortgagor, vendee or lessee in possession under mortgage, conditional sale or lease agreement;
- (3) Theft of tools and repair equipment other than in the case of theft of the entire automobile;
- (4) Theft of rugs, robes, baggage, personal belongings and extra bodies;
- (5) Theft of moto-meters, spot-lights, extra and/or spare tires, and/or tubes, and/or rims, and/or wheels, and/or extra or ornamental fittings, other than in the event of the automobile being stolen and not recovered (unless specifically covered under section B-2 of this Policy).

The Insurer's liability under this section shall not exceed the amount stated in Section B-1, of Item 3 of the Statements, and shall be reduced by the amount of any loss paid hereunder.

Section B-2—THEFT OF ADDITIONAL EQUIPMENT.—To indemnify the Insured against direct loss or damage under Section B-1 by theft of articles excluded in Exception Number 5 of the said Section. The Insurer's liability under this section shall not exceed the amount stated in Section B-2, of Item 3 of the Statements, and in no event increase the amount of theft insurance granted under Section B-1 and shall be reduced by the amount of any loss paid hereunder.

Section C—COLLISION DAMAGE.—To indemnify the Insured against direct loss or damage to the automobile, including its equipment, while in or on the said automobile, if caused solely by accidental collision with another object, either moving or stationary, excluding, however:—

- (1) Loss or damage from fire, however caused;
- (2) Loss or damage resulting from collision directly due to the theft of the automobile;
- (3) Loss or damage to any tire due to puncture, cut, gash, blowout or other ordinary tire trouble, and excluding in any event loss or damage to any tire unless caused in an accidental collision which also causes other loss or damage to the automobile;
- (4) Loss or damage to rugs, robes, baggage, personal belongings and extra bodies.

Each accident covered hereunder shall be deemed a separate claim, and the sum stated in Section "C" of Item 3 of the Statements shall be deducted from the amount of each claim when determined.

Section D—LEGAL LIABILITY FOR DAMAGE TO PROPERTY OF OTHERS.—(1) To indemnify the Insured against loss by reason of the liability imposed by law upon the Insured for damages on account of injuries to, destruction of or resultant loss of the use of the property of any description (excluding, however, property of the Insured or property of others used by or in charge of the Insured, or any of the Insured's employees, or carried in or upon the automobile) resulting from an accident due to the ownership, maintenance or use of the automobile; provided that the Insurer's liability arising out of any one accident resulting in injuries to, destruction of or resultant loss of use of property (whether of one or more persons) shall not exceed ONE THOUSAND DOLLARS (\$1,000.00).

(2) To serve the Insured upon notice of such damage or destruction by such investigation thereof, or by such negotiation or settlement of any resulting claims as may be deemed expedient by the Insurer.

(3) To defend in the name and on behalf of the Insured any civil actions which may at any time be brought against him on account of such injuries or destruction, including actions alleging such injuries or destruction and demanding damages therefor, although such actions are wholly groundless, false or fraudulent, unless the Insurer shall elect to settle such actions.

(4) To pay all costs taxed against the Insured in any legal proceeding defended by the Insurer and all interest accruing after entry of judgment upon such part of same as is not in excess of the Insurer's limit of liability, as hereinbefore expressed.

Section E.—LEGAL LIABILITY FOR BODILY INJURIES OR DEATH.—(1) To indemnify the Insured against loss from the liability imposed by law upon the Insured for damages on account of bodily injuries (including death, at any time resulting therefrom) accidentally suffered or alleged to have been suffered by any person or persons (excluding employees of the Insured engaged in the operation, maintenance and repair of the automobile, and employees of the Insured who at the time of the accident are engaged in the trade, business, profession or occupation of the Insured as a result of the ownership, maintenance or use of the automobile; provided that on account of bodily injuries to or the death of one person the Insurer's liability under this section shall not exceed the sum of FIVE THOUSAND DOLLARS (\$5,000.00), and subject to the same limit for each person the Insurer's liability on account of bodily injuries to or the death of more than one person as the result of one accident shall not exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00).

(2) To serve the Insured in the investigation of every accident covered by this Policy and in the adjustment, or negotiations therefor, of any claim resulting therefrom.

(3) To defend in the name and on behalf of the Insured any civil actions which may at any time be brought against the Insured on account of such injuries, including actions alleging such injuries and demanding damages therefor, although such actions are wholly groundless, false or fraudulent, unless the Insurer shall elect to settle such actions.

(4) To pay all costs taxed against the Insured in any legal proceeding defended by the Insurer; and all interest accruing after entry of judgment upon such part of same as is not in excess of the Insurer's limit of liability, as hereinbefore expressed.

(5) To reimburse the Insured for the expense incurred in providing such immediate surgical relief as is imperative at the time such injuries are sustained.

The foregoing indemnity provided by Sections D and/or E shall be available in the same manner and under the same conditions as it is available to the Insured to any person or persons while riding in or legally operating the automobile for private or pleasure purposes, with the permission of the Insured, or of an adult member of the Insured's household other than a chauffeur or domestic servant; provided that the indemnity payable hereunder shall be applied, first, to the protection of the named Insured, and the remainder, if any, to the protection of the other persons entitled to indemnity under the terms of this section as the named Insured shall in writing direct.

EXCLUSIONS

The Insurer shall not be liable under this Policy:

- (a) While the automobile is being used for any purposes other than those specified in Item 6 of the Statements of this Policy.
- (b) While the automobile is being used for demonstrating or testing.
- (c) If at any time during the period of this Policy the automobile is used as a public or livery conveyance or for carrying passengers for compensation, or if rented under contract or leased.
- (d) While the automobile is being operated in any race or speed test.
- (e) While the automobile is equipped with a trailer, in respect to collision or property damage.
- (f) While the automobile is outside the boundaries of the Dominion of Canada, Newfoundland and the United States (exclusive of Hawaii, Porto Rico and Alaska), unless for loss or damage occurring on a ferry or steamer plying between ports within said boundaries.
- (g) For damage caused by vibration or weight or extraordinary traffic to roads or other ways, viaducts, bridges, weigh bridges or anything in or beneath them while the automobile is being used for commercial purposes.
- (h) While the Automobile is being used to carry explosives.