

POLICY No. **725497**

SUM INSURED \$ **3,000.00**

# QUEBEC FIRE

INCORPORATED BY ACT OF PARLIAMENT

ESTABLISHED A.D. 1818

## ASSURANCE COMPANY

TERM **Three Years**

POLICY No. **725497**

FROM **February 1st, 1941**

AT NOON

SUM INSURED \$ **3,000.00**

TO **February 1st, 1944**

AT NOON

PREMIUM \$ **60.00**

REPLACING POLICY No. **721917**

RATE

**Whereas - - - - AH LEE (Trading under the name of WAH LEE) - - - -**

(hereinafter called the Insured), having paid or agreed to pay to the **QUEBEC FIRE ASSURANCE COMPANY** (hereinafter called "the Company"), the amount of Premium above stated, the Company, in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below, and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely:

### DWELLING

1. \$ **3,000.00** On the **One** story **frame** Building with **shingle** roof,

and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, while occupied only as a Private Dwelling, situate on Lot 1, Section 73, Plan 3743 -

Esquimalt District B.C.

Storm doors and windows, door and window screens and shutters belonging thereto are also held covered while contained in the above-described building or on the premises.

The amount of insurance, if any, under this item shall (if the risk is under fire department protection, but not otherwise) be extended to cover fences and walks immediately surrounding said dwelling.

2. \$ **nil** On the story Building with roof,

and its additions communicating and in contact therewith, only while occupied as and situate

No Insurance shall apply to the item or items opposite which no specific amount is inserted.

If the Insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amount set opposite each item.

Insurance Map Reference: Vol. Sheet Block No.

Loss, if any, payable to **Mr. Basant Singh and/or Mr. Mayo Singh, as his/their interest may appear as mortgagees,** subject, nevertheless, to all the terms and conditions of this policy.

Other Concurrent Insurance Permitted.

Permission granted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing.

Permission granted to store on the premises described under item No. of this Policy not exceeding two private automobiles using gasoline for motive power.

Lightning and Electrical Current Clause—See Statutory Conditions.

Attached to and forming part of Policy No. **725497** of the **QUEBEC FIRE ASSURANCE CO.**

Dated **February 1st, 1941<sup>93</sup>**



No. 8 (March, 1925)  
25M-5-33

**D.D. MC TAVISH**

Agent.

IN WITNESS WHEREOF, we the undersigned, being duly authorized, have hereunto set and subscribed our names

Made and issued at **Victoria B.C.** this **1st** day of **February** 19 **41**

Not valid unless countersigned by Agent.

President

**D.D. MC TAVISH**

Agent

Attorney and Agent of the Company



# STATUTORY CONDITIONS

**Misrepresentation** 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

**Form of Contract** 2. After application for insurance, if the same is in writing, 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 in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

**Property Not Insured** 3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

**Risks Not Covered** 4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

- (a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;
- (b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
- (c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or
- (d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

**Risks Not Covered Except By Special Permission** 5. Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

**Repairs** (a) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

**Inflammable Substances** (b) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

**Change of Interest** (c) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

**Vacancy** (d) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

**Explosion and Lightning** 6. The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

**Material Change** 7 Any change material to the risk and within the control and knowledge of the insured shall avoid 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.

**Other Insurance** 8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

**Mortgagees and Other Payees** 9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

**Termination of Insurance** 10. (1) The insurance may be terminated:

- (a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;
- (b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

**Salvage** 11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

**Insurance on Goods Moved** 12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

**Entry, Control, Abandonment** 13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make an appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

**Who To Make Proof of Loss** 14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

**Requirements After Loss** 15. Any person entitled to claim under this policy shall:

- (a) forthwith after loss give notice in writing to the insurer;
- (b) deliver, as soon thereafter as practicable, a particular account of the loss;
- (c) furnish therewith a statutory declaration declaring:
  - (i) that the account is just and true;
  - (ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
  - (iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
  - (iv) the amount of other insurances and names of other insurers;
  - (v) all liens and encumbrances on the property insured;
  - (vi) the place where the property insured, if moveable, was deposited at the time of the fire;
- (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

**Fraud** 16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Arbitration** 17. If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

**When Loss Payable** 18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

**Replacement** 19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

**Action** 20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

**Agency** 21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

**Waiver of Condition** 22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

**Notice** 23. 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 the Province or delivered or so sent to any authorized agent of the insurer therein. 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.

**Subrogation** 24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.



**NOTE**—ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

**ENDORSEMENT FORMS**

**FOR ACTUAL SALE ONLY**

FOR VALUE RECEIVED, hereby transfer, assign, and set over unto  
(the purchaser), all right, title and interest in this  
Policy of Insurance, and all benefits and advantage to be derived therefrom.

WITNESS hand and seal this day of 1

Signed, Sealed and Delivered in presence of }  
..... Assured.

The **QUEBEC FIRE ASSURANCE COMPANY** hereby consent that the interest of  
in the within Policy be assigned to  
subject nevertheless to all the conditions and stipulations therein contained.

Policy No. .... Agent.  
Endorsement Fee \$

**COLLATERAL SECURITY**

The **QUEBEC FIRE ASSURANCE COMPANY** is hereby requested by the Assured to make  
loss, if any, under this Policy, payable to of  
Mortgagee, in so far as buildings only are concerned.

At the request of Assured Loss, if any, under this Policy, is made payable to  
of Mortgagee, in so far as buildings only are concerned, subject nevertheless to all  
the conditions and stipulations therein contained.  
Policy No. .... Agent.  
Endorsement Fee \$

**REMOVAL OF FURNITURE OR STOCK**

THIS POLICY shall hereafter cover the within described property only while contained in the  
building roofed with  
occupied as situate No. on the side  
of Street, ceasing to cover as heretofore, subject nevertheless to  
all the conditions and stipulations therein contained.

..... Agent.  
Endorsement Fee \$



NOTE-ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

ENDORSEMENT FORMS

FOR ACTUAL SALE ONLY

For Value Received, hereby transfer, assign, and set over unto

(the purchaser), all right, title and interest in this

Policy of Insurance, and all benefits and advantages to be derived therefrom

Witness: \_\_\_\_\_  
I, the undersigned, being duly sworn, depose and say that the within policy was issued by the \_\_\_\_\_ Insurance Company, Limited, of \_\_\_\_\_, and that the same is a true and correct copy of the original policy as the same appears on the books and records of said company.



POLICY No. **725497**

NAME **AH LEE**  
PROPERTY **DWELLING**  
INSURED

AMOUNT **\$5,000.00** PREMIUM **\$60.00**  
EXPIRES **February 1st, 1944** AT **12 O'CLOCK NOON**

**J. E. ROSE**  
MANAGER  
**VANCOUVER**

AGENCY:

**D. D. MC TAVISH**  
**VICTORIA B.C.**

N.B.—Please examine your Policy, and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurances on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

No. of Policy .....

No. of Renewal .....

Amount Insured, .....

Date of Cancellation, .....

" Policy, .....

Time in force, .....

IF ANNUAL, GIVE NO. OF DAYS IN FORCE.

Premium Paid, ..... \$.

" Earned at ..... rate \$.

" Returned, \$.

IF PRO RATA, STATE REASON WHY.

RECEIPT FOR CANCELLATION

TO BE SIGNED BY THE ASSURED.

\$ ..... 19.....

IN CONSIDERATION OF ..... Dollars, return Premium,

the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to

the **QUEBEC FIRE ASSURANCE COMPANY** and the

Interim and Renewal Certificates, (if any), for same, acknowledged to be of none effect.

**Mortgagee, (if any,) must** ..... **Assured.**  
**discharge Interest.**

**Mortgagee**

STATUTORY CONDITIONS