

BEACON UNDERWRITING LTD. OFF ROAD VEHICLE WORDING (2013)

AGREEMENT	We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.
DEFINITIONS	<p>“You” or “Your” means the person(s) named as Insured in the Declarations.</p> <p>“Immediate family” means your spouse, the relatives of you and your spouse, any person under 21 in your care all while living in the same household as you or while living away from home at school, university or similar institution.</p> <p>“We” or “Us” means ELITE INSURANCE COMPANY with respect to Section I. PROPERTY COVERAGE and NON-MARINE UNDERWRITERS AT LLOYDS with respect to Section II. LIABILITY COVERAGE.</p> <p>“Actual Cash Value” means the actual or current value at the time of loss. It is the cost of repairing or replacing the damaged or destroyed property with a new article of like kind and quality, less depreciation.</p> <p>“Unit” means the SNOWMOBILE, ATV or DIRT BIKE described in the Declarations.</p> <p>“Snowmobile” means the snowmobile(s) described in the Declarations, including any permanently attached equipment or accessories.</p> <p>“ATV” means the all terrain vehicle (s) described in the Declarations, including any permanently attached equipment or accessories.</p> <p>“Dirt Bike” means the off road motorcycle(s) described in the Declarations, including any permanently attached equipment or accessories.</p>

I. PROPERTY COVERAGE SECTION

PROPERTY INSURED

Off Road Vehicle (s), “ATV”(s), “SNOWMOBILE”(s) and / or “DIRT BIKE” (s) all as described on the declaration page, anywhere within the territorial limits of Canada and the continental United States of America, including Alaska

INSURED PERILS

- A.** If **SPECIFIED PERILS** is indicated on the declaration page, you are insured against direct physical loss or damage to the unit caused by the following perils (including Salvage charges):
- (a) fire, lightning or smoke;
 - (b) windstorm, tornado, cyclone or hail;
 - (c) earthquake;
 - (d) explosion;
 - (e) impact from aircraft or articles dropped therefrom;
 - (f) stranding, sinking, burning or collision while being transported on any regular ferry;
 - (g) collision, upset, overturn or derailment of the transporting land conveyance;
 - (h) theft or attempted theft;
 - (i) riot, vandalism or malicious acts;
 - (j) flood
- B.** If **ALL RISKS** is indicated on the declaration page, you are insured against all risks of direct physical loss or damage to the unit from any external cause (including Salvage charges) except as provide herein.

EXCLUSIONS

Applicable to both A. SPECIFIED PERILS and B. ALL RISKS

- 1) We will not be liable for loss or damage:
 - (a) caused by deterioration, dampness of atmosphere, extreme of temperature, contamination, vermin or insects, inherent vice or latent defect, rust or corrosion, wet or dry rot, mould, settling, expansion, contraction, shifting, bulging, buckling or cracking, unless loss or damage by fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
 - (b) for the cost of making good faulty workmanship, construction or design;
 - (c) to electrical devices or appliances caused by electrical current other than lightning, unless loss or damage by fire or explosion ensues, and then only for the loss or damage resulting from such ensuing fire or explosion;
 - (d) as a result of your dishonest or willful act;
 - (e) caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, the weight of the load exceeding manufacturer’s designated capacity of the unit, freezing, or explosion within the combustion chamber, BUT we will be liable if the loss or damage is coincident with other loss or damage which is covered;
 - (b) resulting from conversion, embezzlement or by theft by any person in lawful possession of the unit under a mortgage, conditional sale, lease or any other similar written agreement;
 - (c) resulting from a voluntary transfer of title or ownership, whether or not induced to do so by any fraudulent scheme, trick or false pretense;
 - (d) caused directly or indirectly by contamination by radioactive material; or
 - (e) resulting from the use or operation of the unit in any official race, hill climb or speed test; or for any business or commercial purpose.
 - (f) to tracks and/or skis consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, the weight of the load exceeding manufacturer’s designated capacity of the unit, freezing, or explosion within the combustion chamber, BUT we will be liable if the loss or damage is coincident with other loss or damage which is covered
- 2) We will not be liable for loss, damage or expense caused by, contributed by, or as a result of the consumption of alcohol in any form or any other substance which impairs the operator of the unit.

PROPERTY EXCLUDED

Applicable to both A. SPECIFIED PERILS and B. ALL RISKS

This policy does not insure:

- 1) motorized vehicles (except the described SNOWMOBILE/ATV/DIRT BIKE) or personal property of the Insured or others;
- 2) property pertaining to a farm, business, profession or occupation;
- 3) property rented or used for compensation for hire;
- 4) property illegally acquired, kept, stored or transported;
- 5) property seized or confiscated for breach of law or by order of civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire for the prevention of the spread of such fire; or
- 6) property while waterborne except while on a regular ferry or railway car transfer in connection with land transportation

**BASIS OF CLAIM
PAYMENT**

For total losses we will pay the amount of insurance shown for your Unit on the Policy Declaration Page. We will pay that amount, if the reasonable expense of recovering and repairing the Unit equals or exceeds the amount stated on the Policy Declaration Page. In the event of partial losses we will reimburse you based on the reasonable cost of repairs actually incurred.

We will pay losses without any deduction for depreciation, with the exception of tires and batteries.

If the damage to the insured Unit or its equipment is not repaired:

- 1) we will not be liable for more than the actual cash value of the damaged parts. That value will not exceed what it would cost to repair the damaged property with material of like kind and quality
- 2) we will not pay for unrepaired damage in addition to a payment for a subsequent total loss of the Unit and its equipment
- 3) we will not be liable for any unrepaired damage that amounts to more than the amount of insurance shown for your Unit at the time this insurance terminates.

**ELITE
ENHANCEMENT
COVERAGES**

1. Trailer / Truck Deck Insurance

This policy includes coverage for a trailer or truck deck that you may have. It must be used exclusively to transport the insured unit.

In the event of a total loss, if you replace the trailer, we will pay the lesser of the amount of the cost of replacing the trailer or the limit of Insurance shown on the Policy Declaration Page. If you do not replace the trailer we will pay the lesser amount of the Actual Cash Value of the trailer at the time of loss or the limit of insurance shown on the Policy Declaration Page.

In the event of a partial loss we will reimburse you for the reasonable cost of repairs actually incurred, without deduction for depreciation, with the exception of tires, up to the limit of insurance shown on the Policy Declaration Page.

2. Riding Gear Insurance

This policy includes coverage for your riding gear, as well as that of your immediate family. Riding gear is limited to helmets, specific purpose jackets, pants and suits, gloves, riding boots and avalanche safety equipment. If desired, this insured amount may be increased for an additional premium.

In the event of a loss, we will reimburse you for the costs you incur to repair or replace your riding gear with items of like kind and quality up to the limit of insurance shown on the Policy Declarations Page. If you choose not to repair or replace we will pay you the lesser amount of the Actual Cash Value of your riding gear at the time of the loss or the limit of insurance shown on the Policy Declarations Page.

3. Safety / Maintenance Equipment Insurance

This policy includes \$250 for safety and maintenance equipment. Safety Equipment is limited to one first aid kit, one fire extinguisher, one flashlight, six warning flares and two warning cones or flags or reflectors. Maintenance Equipment is limited to one set of booster cables, a towing cable, four snow chains, one wheel wrench, a vehicle tarp cover and a dedicated tool kit. If desired, this insured amount may be increased for an additional premium.

We will pay for the loss, damage or destruction of the item for an amount not exceeding whichever is the least of:

- (1) the actual cash value of the property at the time of loss, damage or destruction;
- (2) your financial interest in the property, or
- (3) the applicable amount of insurance stated in the Declarations and subject to any pro-rata provision hereof.

All losses will be subject to a deductible of \$250.

4. Lock Rekeying

We will reimburse you to a maximum of \$1,000 for the cost of rekeying the locks or recoding the insured unit if the keys or a coded key to that unit are stolen.

No deductible applies to this coverage.

5. Travel Protection & Loss of Use

In the event you are involved in an accident, or if your unit is stolen while you are travelling away from your home we will reimburse you for the following:

- (1) the cost of delivering your damaged unit back home for repairs, or delivery of the recovered unit back home to a maximum of \$750
- (2) the costs incurred to rent a substitute unit, not exceed \$50 per day nor totaling a total maximum limit of \$750
- (3) additional living expenses (lodging, meals, transportation and phone calls) you and your immediate family incur because of damage to, or theft of your unit, subject to a maximum of \$750
- (4) travel expenses you and your immediate family incur to return home using the most direct route, or the cost of a rental vehicle, to a maximum of \$750

No deductible applies to this coverage.

6. Reward Coverage

We will pay up to \$500 to any one person, other than law enforcement officers or agencies, for information that leads to a conviction for arson or theft in connection with loss or damage to property insured by this policy.

No deductible applies to this coverage.

II.

LIABILITY COVERAGE SECTION

**BASIS OF CLAIM
PAYMENT**

We will pay all sums which you or your immediate family become legally liable to pay as compensatory damages because of bodily injury or property damage caused as a direct result of the operation of the snowmobile, atv or dirt bike described in the policy declarations.

The amount of insurance stated in the declarations is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence other than as provided under defense, settlement, supplementary payments.

Defense, Settlement, Supplementary Payments

Under SECTION II, we will defend any suit against you alleging bodily injury or property damage and seeking compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

If Someone Uses Your Unit - Excess Coverage for Other Operators

Under SECTION II, we will indemnify the liabilities of other people arising from the use of your unit so long as:

- (a) They are operating the unit with your express prior permission, and
- (b) They have complied with all provisions of this policy as if they were an insured named on the Policy Declaration Page, and
- (c) Only after all other insurance covering the loss has been exhausted.

In addition to the limit of insurance under SECTION II, we will pay;

- (1) all expenses which we incur;
- (2) all costs charged against you in any suit insured under SECTION II;
- (3) any interest accruing after judgment on that part of the judgment which is within the amount of insurance of SECTION II;
- (4) premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
- (5) expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form.

EXCLUSIONS

- (6)
 1. You are not insured for claims arising from:
 - (a) war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power;
 - (b) your business or any business use of the snowmobile, atv or dirt bike described in the policy declarations;
 - (c) the rendering or failure to render any professional service;
 - (d) bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - (i) any person insured by this policy; or
 - (ii) any other person at the direction of any person insured by this policy;
 - (e) punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.
 - (f) bodily injury to yourself;
 - (g) damage to property owned, leased or rented by you;
 - (h) any vehicle, including the snowmobile, atv or dirt bike described in the policy declarations, which if it were to be insured would be required by a Motor Vehicle Act to be insured under a contract of motor vehicle liability policy or any vehicle insured under such a contract.
 2. We will not be liable for claims, damages, or expense caused by, contributed by, or as a result of the consumption of alcohol in any form or any other substance which impairs the operation of the snowmobile, atv or dirt bike.

III.

POLICY CLAUSES & CONDITIONS

PRESCRIBED CONDITIONS

1. (1) In these conditions:

"insured" means a person who, whether named or not, is insured by this optional insurance contract;

"territory" means a territory established by the insurer;

"vehicle rate class" means a vehicle rate class established by the insurer.
- (2) These conditions apply only in respect of coverage provided by this contract that does not extend the limit of coverage that is specified in a certificate or a policy to a limit that is in excess of that provided by the certificate or policy
[en. B.C. Reg. 166/2006, s. 93.]

Changes during term of contract

2. (1) In this section, **"the territory in which the vehicle is primarily located when not in use"** means the territory in which the place where the vehicle is kept when not being driven is located.
- (2) The insured named in this contract must,
 - (a) within 10 days after
 - (i) the named insured's address is changed from the address set out in this contract, or
 - (ii) the named insured acquires a substitute vehicle for the vehicle described in this contract, or
 - (b) before
 - (i) the use of the vehicle described in this contract is changed to a use to which a different vehicle rate class applies than the vehicle rate class applicable to the use set out in this contract, or
 - (ii) a vehicle in respect of which the premium is established on the basis of the territory in which a vehicle of that vehicle rate class is used or principally used, as the case may be, is used or principally used in a different territory than that set out in this contract, report the change of address, vehicle, use or territory to the insurer, and pay or be refunded the resulting difference in premium.
- (3) If the premium for a vehicle is established on the basis of the territory in which the vehicle is primarily located when not in use and that territory as set out in this contract is changed, the insured named in this contract must, unless the vehicle is being used by the insured for vacation purposes, report the change to the insurer within 30 days of the change, and pay or be refunded the resulting difference in premium.
[en. B.C. Reg. 166/2006, s. 93; am. B.C. Reg. 46/2007, Sch. 1, s. 13.]

Prohibited use

3. (1) The insurer is not liable to an insured who breaches this condition or a subcondition of this condition.
- (2) An insured must not operate a vehicle for which coverage is provided under this contract
 - (a) if the insured is not authorized and qualified by law to operate the vehicle,
 - (b) for an illicit or prohibited trade or transportation,
 - (c) to escape or avoid arrest or other similar police action, or
 - (d) in a race or speed test.

- (3) An insured does not contravene subcondition (2) merely because the insured operates a vehicle in contravention of a restriction or condition imposed on his or her driver's licence by section 30.06 (2), 30.07 (1) or (3), 30.071 (1), 30.072 (1) (a) or (b), 30.08 (1), 30.10 (2) or (4) or 30.11 (1) of the Motor Vehicle Act Regulations, B.C. Reg. 26/58.
- (4) An insured must not operate a vehicle for which coverage is provided under this contract contrary to the statements contained in the application for insurance for the vehicle, including, but not limited to,
 - (a) the use declared in the application for insurance for the vehicle
 - (b) a statement relating to the time during which, and the territories in which, the vehicle may be operated, or
 - (c) a statement relating to the kind of goods, or number of passengers, that may be carried in or on the vehicle.
- (5) Use of a vehicle does not contravene subcondition (4) if the premium paid for the vehicle rate class applicable to the use set out in the application for insurance is greater than or equal to the premium established by the insurer for the vehicle rate class that is applicable to the use to which the vehicle is put.
- (6) An insured must not operate a motor vehicle for which coverage is provided under this contract if there is attached to the motor vehicle a trailer that is required to be registered and licensed under the *Motor Vehicle Act* or *Commercial Transport Act* and that is not registered and licensed under the *Motor Vehicle Act* or *Commercial Transport Act*.
- (7) An insured named in this contract must not permit the vehicle described in this contract to be operated by a person or for a purpose that breaches this condition or a subcondition of this condition or would breach this condition or subcondition of this condition if the person were an insured.
- (8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured, while sane, by means of a vehicle.
- (9) It is a breach of this condition if
 - (a) an insured is operating a vehicle while under the influence of intoxicating liquor or a drug or other intoxicating substance to such an extent that the insured is incapable of proper control of the vehicle,
 - (b) an insured is convicted of
 - (i) a motor vehicle related *Criminal Code* offence,
 - (ii) an offence under section 95 or 102 of the *Motor Vehicle Act*, or
 - (iii) an offence under a provision of the law of another jurisdiction in Canada or the United States of America that is similar to a provision referred to in subparagraph (i) or (ii),
 - (c) an insured is convicted of an offence under section 253 (b) of the *Criminal Code*, section 224 of the *Motor Vehicle Act* or a provision of another jurisdiction in Canada or the United States that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred during the commission of the offence by the insured and while the insured was operating a vehicle, or
 - (d) an insured is convicted of an offence under section 254 (5) of the *Criminal Code*, section 226 of the *Motor Vehicle Act* or a provision of the law of another jurisdiction in Canada or the United States of America that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred within the 2 hours preceding the commission of the offence by the insured and while the insured was operating a vehicle.
- (10) In subcondition (9):
 - "convicted"** includes being
 - (a) convicted under the *Young Offenders Act* (Canada) for contravening a provision referred to in the definition of "motor vehicle related *Criminal Code* offence" or section 253 (b) or 254 (5) of the *Criminal Code*, and
 - (b) convicted or the subject of a similar result in a jurisdiction of the United States of America under a law similar to the *Young Offenders Act* (Canada) for contravening a provision of the law of that jurisdiction that is mentioned in subcondition (9) (b) (iii), (c) or (d);
 - "motor vehicle related *Criminal Code* offence"** means an offence under section 220, 221, 249, 252, 253 (a), 255 (2) or (3) or 259 (4) of the *Criminal Code* committed while operating or having care or control of a vehicle or Committed by means of a vehicle.

[en. B.C. Reg. 166/2006, s. 93; am. B.C. Reg. 3/2010, s. (b).]

Requirements if loss or damage to persons or property

- 4. If this contract provides third party liability insurance coverage, the insured must
 - (a) Promptly give the insurer written notice, with all available particulars, of
 - (i) Any accident involving death, injury, damage or loss in which the insured or a vehicle owned or operated By the insured has been involved,
 - (ii) Any claim made in respect of the accident, and
 - (iii) Any other insurance held by the insured providing coverage for the accident,
 - (b) On receipt of a claim, legal document or correspondence relating to a claim, immediately send the insurer a copy of the Claim, document or correspondence,
 - (c) Cooperate with the insurer in the investigation, settlement or defence of a claim or action,
 - (d) Except at the insured's own cost, assume no liability and settle no claim, and
 - (e) Allow the insurer to inspect an insured vehicle or its equipment or both at any reasonable time.

[en. B.B. Reg. 166/2006,s.93.]

Requirements if loss of or damage to vehicle

- 5. (1) If loss of or damage to the vehicle insured under this contract occurs, the insured must, if the loss or damage is covered by this contract
 - (a) on the occurrence of loss or damage
 - (i) promptly notify the insurer of the loss or damage, and
 - (ii) file a written statement with the insurer setting out all available information on the manner in which the loss or damage occurred, and
 - (b) within 90 days after the occurrence of the loss or damage file a proof of loss.
- (2) The insurer may require that a proof of loss be sworn by the person filing it.
- (3) If loss of or damage to a vehicle that is covered by this contract occurs, the owner or operator of the vehicle
 - (a) must, at the expense of the insurer, protect the vehicle as far as reasonably possible from further loss or damage, and
 - (b) until the insurer has had a reasonable opportunity to inspect the vehicle, must not, without the consent of the insurer, remove any physical evidence of the loss or damage to the vehicle or make any repairs to the vehicle, other than

- repairs that are immediately necessary to protect the vehicle from further loss or damage.
- (4) The insurer is not liable under this contract
 - (a) for loss or damage resulting from the failure of an owner or operator to comply with subcondition (3) (a), or
 - (b) to an owner if the owner or an operator, to the prejudice of the insurer, contravenes subcondition (3) (b)
 - (c) the declared value of the vehicle and its equipment, if appropriate, or
 - (5) The liability of the insurer for payment of indemnity for loss or damage to the vehicle is limited to the amount by which
 - (a) the cost of repairing or replacing the vehicle and its equipment or any part of it with material of a similar
 - (b) the declared value of the vehicle and its equipment, if appropriate, or
 - (c) the actual cash value of the vehicle and its equipment, whichever is least, exceeds the deductible amount set out in this Contract.
 - (6) The insurer is not liable for that part of the cost of repair or replacement that improves a vehicle beyond the condition in which it was before the loss or damage occurred.
 - (7) The insurer may determine
 - (a) whether a vehicle and its equipment or any part of it will be repaired or replaced, and
 - (b) whether to pay a garage service operator in respect of a repair or replacement instead of making a payment to the insured.
 - (8) The liability of the insurer for loss or damage to an obsolete part of an insured vehicle, or a part the manufacturer does not have in stock, is limited to the price at which the part was last listed on the manufacturer's price list.
 - (9) If the insurer replaces a vehicle or pays to an insured the declared value or actual cash value of a vehicle or its equipment or both, less any applicable deductible amount in accordance with subcondition (5),
 - (a) the insurer is entitled, at its option, to the salvage in the vehicle or its equipment or both, and
 - (b) the insured must, on request of the insurer, execute any documents necessary to transfer to the insurer title to the vehicle or its equipment or both.
 - (10) If an insured is a co-insurer under this contract of any loss or damage to a vehicle or its equipment or both,
 - (a) the insurer has conduct of the sale or other disposition of the salvage in the vehicle or its equipment or both, and
 - (b) the insured is entitled to share in the proceeds of the sale or other disposition of the salvage in the vehicle or its equipment or both in the same proportion as the insured is a co-insurer of the loss or damage.
 - (11) The insured must not leave a vehicle or its equipment or both with the insurer without its consent, refuse to take delivery of the insured's vehicle or its equipment or both from the insurer or otherwise abandon a vehicle or its equipment or both to the Insurer without its consent.

[en. B.C. Reg. 166/2006, s. 93.]

Statutory declaration

6. (1) If required by the insurer, the insured must, on the occurrence of loss or damage for which coverage is provided by this contract, deliver to the insurer within 90 days after the occurrence of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the vehicle, the encumbrances on the vehicle, all other insurance, whether valid or not, covering the vehicle and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.
- (2) An insured who has filed a statutory declaration must
 - (a) on request of the insurer, submit to examination under oath
 - (b) produce for examination, at a reasonable time and place designated by the insurer, all documents in the insured's possession or control relating to the loss or damage, and
- (c) permit copies of the documents to be made by the insurer.

[en. B.C. Reg. 166/2006, s. 93.]

Inspection of vehicle

7. The insured must permit the insurer at all reasonable times to inspect the vehicle and its equipment.

[en. B.C. Reg. 166/2006, s. 93.]

Time and manner of payment of insurance money

8. (1) The insurer must pay the insurance money for which it is liable under this contract within 60 days after the proof of loss or statutory declaration has been received by it or, if an arbitration is conducted under section 177 of the Insurance (Vehicle) Regulation, within 15 days after the award is rendered.
- (2) The insured must not bring an action to recover the amount of a claim under this contract unless the requirements of conditions 4, 5 and 6 are complied with and until the amount of the loss has been ascertained by an arbitrator under section 177, by a judgment after trial of the issue or by written agreement between the insurer and the insured.
- (3) Every action or proceeding against the insurer in respect of loss or damage for which coverage is provided under this contract must be commenced within 2 years from the occurrence of the loss or damage.

Who may give notice and proof of claim

9. Notice of a claim related to loss or damage of the vehicle may be given and proof of claim and a statutory declaration may be made.
 - (a) by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make The proof or statutory declaration, if the absence or inability is satisfactorily accounted for, or
 - (b) if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Termination

10. (1) This contract may be terminated
 - (a) by the insured named on this contract at any time on request, and
 - (b) by the insurer not less than
 - (i) 5 days after the insurer gives written notice of termination to the insured in person, or
 - (ii) 15 days after the insurer sends, by registered mail, written notice of termination to the last address of the Insured according to the insurer's records.
- (2) On termination the insurer must refund the excess of premium actually paid by the insured over the proportionate premium for the expired time less any debt owed by the insured to the insurer, but in no event must the proportionate premium for the expired time less any debt owed by the insured to the insurer be less than any minimum retained premium specified in this contract.
- (3) If this contract is terminated by the insurer, the refund must accompany the notice unless the premium is subject to adjustment

or determination as to the amount, in which case the refund must be made as soon as practicable.

Notice

11. (1) A written notice to the insurer may be delivered at, or sent by registered mail to, the head office of the insurer in British Columbia or to a person appointed as an agent by the insurer for the purpose of receiving notices.
(2) Written notice may be given to the insured named in this contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest address according to the insurer's records.
(3) In this condition and condition 10, **registered** means registered in or outside Canada.

ADDITIONAL CLAUSES

NOTICE TO AUTHORITIES	Where the loss is due to malicious acts, burglary, robbery, theft of attempt thereof, or is suspected to be so due, the Insured shall give immediate notice to the police or other authorities having jurisdiction.
NO BENEFIT TO BAILEE	It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.
PAIR AND SET	In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
PARTS	In the case of loss or damage to any part of the insured property, whether scheduled or unscheduled, consisting when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
SUE & LABOUR	It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
BASIS OF SETTLEMENT	Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property 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 property deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace same with material of like kind and quality.
SUBROGATION	The Insurer, upon making any payment or assuming liability therefore under this policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.
LIBERALIZATION CLAUSE	If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.
DEDUCTIBLE CLAUSE	We are liable only for the amount by which the loss or damage caused by any of the perils insured against under the policy exceeds the amount of deductible stipulated either in the Declarations or separately within this policy. This deductible clause is not applicable in the event of a total or constructive total loss.

SPECIAL CONDITIONS

TERRITORIAL LIMITS	This policy insures only within the territorial limits of Canada and the Continental United States of America including Alaska, or while in transit between points therein.
OWNERSHIP AND USE OF PROPERTY INSURED	The property insured may be owned by the Insured or in his custody or control and for which he is legally liable. It is a condition of this policy that the property insured is used solely for private pleasure purposes and will not be rented to others.
LOSS CLAUSE	The amount of insurance provided by this policy shall not be reduced as a consequence of loss payment.
SUBROGATION	Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insurer to recover.
OTHER INSURANCE	If there is available to the Insured or any other interested party any other valid and collectible insurance which would apply in the absence of this Policy, the insurance under this Policy shall apply only as excess insurance over such other insurance.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIFICALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.