

ance or of the intention or desire to effect the same, or does not dissent in writing after that time and before the subsequent or further insurance is effected.

9. In the event of any other insurance on the property herein described having been assented to as aforesaid, then this Company shall, if such other insurance whether valid or not remains in force on the happening of any loss or damage, only be liable for the payment of a rateable proportion of such loss or damage, without reference to the dates of the different policies.

10.—(a). The Company is not liable for the losses following, that is to say :

(1.) For the loss of property owned by any other person than the assured, unless the interest of such other person is stated in or upon the policy, and liability is specifically assumed hereon.

(2.) For loss caused by invasion, insurrection, riot, civil commotion, military or usurped power, or by order of any civil authority ; nor for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes or otherwise ; or by theft, or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire, or when the property is endangered by fire in neighbouring premises.

(3.) When the insurance is upon buildings or their contents for loss caused by the want of good and substantial brick or stone chimneys ; or by ashes or embers being deposited with the knowledge and consent of the assured, in wooden vessels, or by stoves or stove-pipes being, to the knowledge of the assured, in an unsafe condition, or improperly secured.

10—(b.) This policy, unless otherwise provided by agreement endorsed hereon or added hereto shall be void.

(1.) If the interest of the insured be other than unconditional and sole ownership, or if the subject of insurance be a building on ground not owned by the insured in fee simple, or other freehold tenure, or (where warning has been given as provided in section 7 of the *Fire Insurance Policy Act, 1900*) which becomes encumbered by any charge, lien, execution, mortgage or other hypothecary claim, or if the subject of insurance be personal property and become encumbered by a chattel mortgage or hypothecary claim, or if, with the knowledge of the insured, foreclosure proceedings be commenced, or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed.

(2.) Or if the subject of insurance be a manufacturing establishment, and cease to be operated for more than thirty consecutive days.

(3.) Or if a building herein described, whether intended for occupancy by owner or tenant be or become vacant or unoccupied, and so remain for thirty days.

(4.) Or if the goods are destroyed or damaged while undergoing any process in or by which the application of fire heat is necessary.

(5.) Or where loss or damage occurs to buildings or to their contents while the buildings are being repaired by carpenters, joiners, plasterers, or other workmen, and in consequence thereof ; but in dwelling houses fifteen days are allowed in each year for incidental repairs without such permission.