

Insurance News and Views

3. **Property not Insured.**—Money, books of account, securities for money, and evidence of debt or title, are not insured.

4. **Risks not Covered.**—The company 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 caused by invasion, insurrection, riot, civil commotion, military or usurped power, or by order of any civil authority;

(c) For loss due to the want of good and substantial brick or stone or cement 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.

5. **Risks not Covered Except by Special Permission.**—Unless permission is given by the policy or indorsed thereon, the company shall not be liable for loss or damage occurring:

(a) **Repairs.**—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;

(b) **Inflammable substances.**—While illuminating gas or vapour is generated in the building insured or which contains the property insured, or while there is stored or kept therein by the assured, or, to his knowledge, by any person under his control, fire works, Greek fire, phosphorus, explosives, petroleum, rock, earth, or coal oil, camphene, gasoline, burning fluid, benzine, naphtha or any liquid products thereof, or any of their constituent part (refined oil for lighting purposes only, not exceeding five gallons 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 gun powder.

(c) **Change of Title.**—After property insured is assigned, but this condition is not to apply to change of title by succession, by operation of law, or by death;

(d) **Vacancy.**—While a described building, whether intended for occupancy by owner or

tenant is vacant or unoccupied beyond a period of thirty days.

6. **Explosion and Lightning.**—The company shall be liable for loss or damage caused by lightning or by the explosion of natural gas or coal gas (except in gas works) or by fire caused by any other explosion; but not for loss or damage to electrical devices, appliances or machinery caused solely and directly by lightning or electrical current.

7. **Material Change.**—Any change material to the risk, and within the control or knowledge of the insured, shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the company or its local agent; and the company 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 company an additional premium, and that in default of such payment the policy shall no longer be in force.

8. **Other Insurance.**—

(a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the company, or hereafter effects any other insurance thereon without the written assent of the company, 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 company 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, this company shall be liable only for payment of a rateable proportion of the loss or of such amount as the insured shall be entitled to recover under clause (a) of this condition.

9. **Mortgage Interests.**—

(a) No assignment of this policy before loss to a mortgagee or other creditor of the insured shall be valid unless notice in writing is given to the company and its assent obtained, and the company shall be deemed to have assented to the assignment unless it dissents by notice in writing within seven days after notice thereof;

(b) If the company claims that no liability to the insured existed in respect of any loss or damage hereunder for which payment has been made to a mortgagee or creditor of the insured, it shall to the extent of such payment be subrogated, to the rights of the mortgagee or creditor under any securities for the debt held by him; or it may pay the debt in full and require an assignment of the claim or security. No such subrogation shall impair the right of the mortgagee or creditor to recover the full amount of his claim;

(c) Where the loss (if any) under a policy has, with the consent of the company, been made payable to some person other than the insured as mortgagee, the policy shall not be cancelled, altered or otherwise dealt with by the company upon the application of the insured, without reasonable notice to the mortgagee.

10. **Termination of Insurance.**—The insurance may be terminated.

(a) By the company giving to the insured, at any time before loss, seven days' written notice of cancellation with an offer, if the insurance is on the cash plan, to refund the excess

of paid premium beyond the pro rata premium for the expired time, which excess if not tendered shall be refunded on demand;

(b) If on the cash plan, by the insured giving written notice of termination to the company, in which case the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rate for the expired time.

11. **Salvage.**—After any loss or damage to insured property, it shall be the duty of the insured,

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