

any such provision or condition be waived unless such waiver shall be in writing; nor shall any privilege or permission affecting the insurance hereunder exist or be claimed by the assured unless granted herein or by rider added hereto.

8. *Cancellation.*—The insurance may be terminated at any time at the written request of the assured in which case the company shall upon demand and surrender of this policy refund the excess of paid premium above the customary short rates for the expired time. The insurance may also be terminated at any time before loss by the company by giving to the assured seven days written notice of cancellation with an offer to refund the excess of paid premium above the pro rata premium for the expired time, which excess if not tendered shall be refunded on demand.

9. *Agency.*—Any officer or agent of the company who assumes on behalf of the company to complete an application form or to enter into any written agreement relating to any matter connected with insurance, shall be deemed *prima facie* to be the agent of the company for the purpose.

10. *Notice.*—Any written notice to the company may be delivered or sent by registered post to the chief agency or head office of the company in this province or to any authorized agent of the company therein. Any written notice to the assured may be by letter personally delivered to him, or sent to him by registered post at his last post office address notified to the company, 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.

11. *Mortgage Interests.*—If this policy be assigned before loss to a mortgagee or other creditor the assignment shall have no force unless the company be notified thereof in writing, and this policy may be cancelled by giving to such mortgagee or creditor seven days' written notice of such cancellation. On payment to any mortgagee or creditor for any loss or damage hereunder the company shall claim that as to the mortgagor or owner no liability existed, it shall to the extent of such payment be subrogated to the rights of the mortgagee or creditor, but without impairing the rights of the mortgagee or creditor to sue; or it may pay the debt in full and require an assignment of the claim or security. Other provisions relating to the interests and obligations of such mortgagee or creditor may be added hereto by written agreement.

12. *Requirements after Loss.*—Any person entitled to make a claim under this policy shall—

(a) Forthwith after loss give written notice to the company.