

newed term, provided that an increase of hazard must be made known to this Company at the time of renewal, or this policy shall be void.

22. If, with the consent of this Company, an interest under this policy shall exist in favour of a mortgagee or of any person having an interest in the subject of insurance other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in any subrogation clause or other provision or condition of insurance relating to such interest as shall be written upon, attached, or appended hereto.

23. The extent of the application of the insurance under this policy, or of the contribution to be made by this Company in case of loss under co-insurance, distribution, or clauses of similar effect or purpose, may be provided for by agreement or condition written hereon, or attached or appended hereto. In all cases where there is other insurance subject to the conditions of average or co-insurance or any special advantages not concurrent with the insurance by this policy, this policy shall be subject to the same special advantages and the conditions of average or co-insurance in like manner.

24. If this company shall claim that the fire was caused by the act or neglect of any person or corporation, this Company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this Company by the insured on receiving such payment.

25. This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions and agreements as may be indorsed hereon, or added hereto, pursuant to any of the above conditions, and no officer, agent or other representative of this Company shall have power to waive any provision or condition of this policy, except such as by the terms of this policy may be the subject of agreement endorsed hereon, or added hereto, and as to such provisions and conditions, no officer, agent or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver (if any) shall be written hereon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached. In any matter relating to this insurance no person, except the agent or agents whose names are printed hereon, shall be deemed the agent of this Company, unless duly authorised in writing, subject, however, to the provisions of section 6 of the *Fire Insurance Policy Act of 1900*.

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## B.

### WARNING.

The person soliciting the application for this insurance has no power or authority other than to receive and forward to the company applications for insurance, to receive the premium for the insurance, and to deliver an interim receipt