

73. THREE-QUARTER-VALUE CLAUSE.

Compact form.—It is part of the consideration of this policy and the basis upon which the rate of premium is fixed, that in the event of loss, this company shall not be liable for an amount greater than three-fourths of the actual cash value of the property covered by this policy at the time of such loss, and in case of other insurance, whether policies are concurrent or not, then for only its pro-rata proportion of such three-fourths value.

Total insurance permitted is hereby limited to three-fourths of the cash value of the property hereby covered, and to be concurrent herewith.

74. REINSURANCE CLAUSE.

Subject to the same risks, valuations and conditions as the policy hereby insured, and loss, if any, payable pro-rata with the reinsured, and at the same time, and on the same conditions of payment as they pay. (574).

75. LOSS PAYABLE TO....., OR PAYEE CLAUSE.

The Insurance Company of hereby consents that any loss, under the conditions of this policy, after the same shall have been ascertained as therein provided for, and duly verified by the insured, shall be payable to..... for and on account of said assured.

The customary form of this clause is simply :—

"Loss, if any, payable to....." This form, simple as it appears, is a great breeder of lawsuits, for the payee, usually regards his claim as superior to that of the insured, under any circumstances; while he is but an appointee to receive any money due the insured, and has no control of the policy except to hold it as a pledge. (384).

76. MORTGAGEE CLAUSE.

Chicago form, with Subrogation clause:

Loss, if any, payable to..... Mortgagee or Trustee, as hereinafter provided :