

knowledge or consent of the assured ashes or embers are deposited in wooden vessels; or if stoves or stovepipes are placed in an unsafe condition or improperly secured.

5. *Losses Excepted Unless Permission Given.*—Unless permission in writing is added to the policy, the company shall not be liable for loss or damage occurring:

(a) *Change of Title.*—If the property insured be assigned or being chattels, is mortgaged as to the part affected; but this does not apply to change of title by succession or by operation of law or by reason of death; or

(b) *Other Insurance.*—While the assured shall have any other contract of insurance whether valid or not on the property covered, in whole or in part by this policy, and in any event the company shall not be liable for a greater proportion of any loss or damage than the amount hereby insured shall bear to the whole insurance covering the property, whether valid or not; or

(c) *Material Change.*—When the hazard is increased by any change material to the risk within the control or knowledge of the assured; or

(d) *Workmen.*—While mechanics or other workmen are employed in building, altering or repairing the described premises beyond a period of fifteen days; or

(e) *Dangerous Substances.*—While illuminating gas or vapor is generated on the insured premises, or while there is kept, used or allowed on the described premises fireworks, Greek fire, phosphorus, explosives, benzine, gasoline, naphtha, or any other petroleum product of greater inflammability than kerosene oil, gun-powder exceeding 25 pounds or kerosene oil exceeding five gallons; or

(f) *Factories.*—If the subject of insurance be a manufacturing establishment, or its contents, while operated in whole or in part between the hours of ten p.m. and five a.m., or while it ceased to be operated beyond a period of thirty days; or

(g) *Vacancy.*—While a described building whether intended for occupancy by owner or tenant is vacant or unoccupied beyond a period of thirty days.

6. *Form of Contract.*—After application for insurance it shall be deemed that any contract sent to the assured is intended to be in accordance with the terms of the application unless the company points out in writing the particulars wherein the policy or other contract differs from the application.

7. *Waiver.*—No one 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 added hereto, nor shall