

## RELIEF FROM FORFEITURE.

7. Where by reason of necessity, accident or mistake any statutory condition as to the proof to be given to the insurer has not been strictly complied with, or where for any other cause it is held to be inequitable that the insurance should be deemed void or forfeited, the Court shall have power to relieve against the forfeiture or voidance and in granting such relief to impose such terms as to damages, compensation, costs and expenses and all other matters as may be deemed just.

## EXAMINATION OF ASSURED.

8. Where proofs of loss are made by any person other than the assured, the insurer shall be entitled to have the assured examined under oath touching the loss or damage before a Judge of the County or District Court of the County or District in which the assured resides, and the procedure shall be the same as that upon an examination for discovery in an action.

## STATUTORY CONDITIONS.

1. *Misrepresentation.*—If any person insures property and causes the same to be described otherwise than as it really is to the prejudice of the company, or misrepresents or omits to communicate any circumstance which is material to be made known to the company, in order to enable it to judge of the risk it undertakes, such insurance shall be of no force in respect to the property in regard to which the misrepresentation or omission is made.

2. *Explosion and Lightning.*—The company will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but if electrical appliances or devices are insured any loss or damage to them caused by lightning or other electrical currents is excluded and the company is liable only for such loss or damage to them as may occur from fire originating outside the articles themselves.

3. *Property not Insured.*—This policy shall not cover money, books of account, securities for money and evidences of debt or title; nor the property of any third person, unless the interest of the assured therein is stated on the policy.

4. *Hazards not Covered.*—The company is not liable for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power; or by order of any civil authority; or by theft; or for loss or damage to goods while undergoing any process by which the application of fire heat is necessary; or for loss or damage caused by the want of good and substantial brick, stone or cement chimneys; or if with the