

1 Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein or in case of any fraud or false swearing by the insured relating thereto.

7 Uninsurable and 8 excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

11 Perils not 12 included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

25 Other insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

28 Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

38 Other perils 39 or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

42 Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

49 Waiver 50 provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

56 Cancellation 57 of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

68 Mortgagee 69 interests and 70 obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified written sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions

IN WITNESS WHEREOF, this Company has executed and attested these presents, but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

84 relating to the interests and obligations of such mortgagee may 85 be added hereto by agreement in writing.

86 Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount 87 hereby insured shall bear to the whole insurance covering the 88 property against the peril involved, whether collectible or not.

90 Requirements in 91 case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith 92 separate the damaged and undamaged personal property put 93 it in the best possible order, furnish a complete inventory of 94 the destroyed, damaged and undamaged property, showing in 95 detail quantities, costs, actual cash value and amount of loss 96 claimed; and within sixty days after the loss, unless such time 97 is extended in writing by this Company, the insured shall render 98 to this Company a proof of loss, signed and sworn to by the 99 insured, stating the knowledge and belief of the insured as to 100 the following: the time and origin of the loss, the interest of the 101 insured and of all others in the property, the actual cash value of 102 each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid 103 or not, covering any of said property, any changes in the title, 104 use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what 105 purpose any building herein described and the several parts 106 thereof were occupied at the time of loss and whether or not it 107 then stood on leased ground, and shall furnish a copy of all the 108 descriptions and schedules in all policies and, if required, verified 109 plans and specifications of any building, fixtures or machinery 110 destroyed or damaged. The insured, as often as may be reasonably 111 required, shall exhibit to any person designated by this 112 Company all that remains of any property herein described, and 113 submit to examinations under oath by any person named by this 114 Company, and subscribe the same; and, as often as may be 115 reasonably required, shall produce for examination all books of 116 account, bills, invoices and other vouchers, or certified copies 117 thereof if originals be lost, at such reasonable time and place as 118 may be designated by this Company or its representative, and 119 shall permit extracts and copies thereof to be made.

123 Appraisal. In case the insured and this Company shall 124 fail to agree as to the actual cash value or 125 the amount of loss, then, on the written demand of either, each 126 shall select a competent and disinterested appraiser and notify 127 the other of the appraiser selected within twenty days of such 128 demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon 129 such umpire, then, on request of the insured or this Company, 130 such umpire shall be selected by a judge of a court of record in 131 the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual 132 cash value and loss to each item; and, failing to agree, shall 133 submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall 134 determine the amount of actual cash value and loss. Each 135 appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties 136 equally.

141 Company's 142 options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with 143 other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the 144 receipt of the proof of loss herein required.

148 Abandonment There can be no abandonment to this Company of any property.

150 When loss 151 payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made 152 either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an 153 award as herein provided.

157 Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any 158 court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 159 twelve months next after inception of the loss.

162 Subrogation. This Company may require from the insured an assignment of all right of recovery against 163 any party for loss to the extent that payment therefor is made 164 by this Company.