1 Concealment. This entire policy shall be void if, whether before or after a loss, the insured has willfully or fraudulently 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.

2 False swearing. This policy shall not cover accounts, bills, and notes, drafts, deeds, evidences of debt, money or securities; nor, unless specifically named therein, in writing, bulion or manuscripts.

3 Uninsurable. 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 commotion; (g) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided

70 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

90 when the property is endangered by fire in neighboring premises;

110 these; (j) nor shall this company be liable for loss by theft.

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

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

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

33 (b) while or until the condition or other peril which is or may be contributing to the loss is or may be removed, corrected, or prevented.

56 within thirty consecutive days; or

68 (c) as a result of explosion or riot, unless fire ensues, and in

87 that event for loss by fire only.

38 Other Perils. Any other peril to be insured against or subject to the provisions of this policy, shall be by endorsement in writing or

42 added hereto.

43 Added provisions. The endorsement of the policy and the contribution to the loss, if any, shall be limited by the conditions or provisions added hereto, but no provisions shall be added except as excepted by the terms of this policy.

51 Waiver. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing.

52 added hereto. No provision, stipulation or forfeiture shall be

53 held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination.

54 provided for herein.

56 Cancellation. This policy shall be cancelled at any time at the request of the insured, in which case

57 this company shall, upon demand and sur?

55 render of this policy, refund the excess of paid premium above

60 the customary short rates for the expired time. This policy

61 will be cancelled at any time by this company by giving

62 to the insured a five days' written notice of cancellation with

63 or without tender of the excess of paid premium above the pro

64 rata premium for the expired time, which excess, if not tendered,

65 derved, shall be refunded on demand. Notice of cancellation shall

66 state that said excess premium (if not tendered) will be re-

67 funded on demand.

68 Mortgagee. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in

72 mortgage a ten days' written notice of can-

73 cellation.

74 If the insured fails to render proof of loss such mortgagee, upon

75 notice, shall render proof of loss in the hands herein specified.

76 within sixty (60) days thereafter and shall be subject to the pro-

77 visions hereof relating to appraisal and time of payment and of

78 bringing suit. If this company shall claim that no liability ex-

79 isted as to the mortgagee or owner, it shall, to the extent of pay-

80 ment of loss to the mortgagee, be subrogated to the first mort-

81 gagee's rights of recovery, but without impairing mortgagee's

82 right to sue; or it may pay off the mortgage debt and require

83 an assignment thereof and of the mortgage. Other provisions

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 case loss occurs. The insured shall give immediate written

91 notice to this company of any loss, protect

92 the property from further damage, forthwith

93 separate the damaged and undamaged personal property, put

94 it in the best possible order, furnish

95 the destroyed, damaged and undamaged property, showing in

96 detail quantities, costs, actual cash value and amount of loss

97 claimed; and within sixty days after the loss, unless such time

98 is extended in writing by this company, the insured shall render

99 to this company a proof of loss, signed and sworn to by the

100 owner, stating the knowledge and belief of the insured as to

101 the following: the time and origin of the loss, the interest of

102 the insured and all others in the property, the actual cash value of

103 each item thereof and the amount of loss thereto, all encum-

104 branches thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, or

106, use, occupation, location, possession or exposures of said prop-

107erty since the issuing of this policy, by whom and for what

108 purpose any building herein described and the several parts

109 thereof were occupied at the time of loss and whether or not it

110 was, at the time of loss, standing on leased ground, and shall furnish a copy of all the

116 descriptions and schedules in all policies, and if required, verified

122 plans and specifications of any building, fixtures or machinery

123 destroyed or damaged. The insured, as often as may be reason-

124 ably required, shall exhibit to any person designated by this

125 company all that remains of any property herein described, and

126 submit to examination under oath by any person designated by this

127 company, and subscribe the same; and, as often as may be

128 reasonably required, shall produce for examination all books of

129 account, bills, invoices and other vouchers, or certified copies

130 thereof if originals be lost, at such reasonable time and place as

131 may be designated by this company or its representative, and

132 shall permit extracts and copies thereof to be made.

133 Appraisal. In case the insured and this company shall

134 fail to agree as to the actual cash value or

135 the amount of loss, then, on the written demand of either, each

136 shall select a competent and disinterested appraiser and notify

137 the other of the appraiser selected within twenty days of such

138 demand. The appraisers shall first select a competent and dis-

139 interested umpire; and failing for fifteen days to agree upon

140 such umpire, then on request of the insured or this company,

141 such umpire shall be selected by a judge of a court of record in

142 the state in which the property covered is located. The ap-

143 praisers shall then appraise the loss, stating separately actual

144 cash value and loss to each item; and, failing to agree, shall

145 submit their differences, only, to the umpire. An award in writ-

146 ing, so itemized, of any two when filed with this company shall

147 determine the amount of actual cash value of the loss. Each

148 appraiser shall be paid by the party selecting him and the ex-

149 penses of appraisal and umpire shall be paid by the parties

150 equally.

151 Company’s Options. It shall be optional with this company to take all, or any part, of the property at

152 agreed or appraised value, and also to re-

153 pair, rebuild or replace the property destroyed or damaged

154 or of like kind and quality within a reasonable time, on giv-

155 ing notice of its intention so to do within thirty days or after the

156 receipt of the receipt of loss herein required.

157 Abandonment. There can be no abandonment to this com-

159 pany of any property.

159 When loss. The amount of loss for which this company

161 shall pay. The amount of loss for which this company

162 may be liable shall be payable sixty days

163 after proof of loss, as herein provided, is

164 received by this company and ascertainment of the loss is made

165 either by agreement between the insured and this company ex-

166 pressed in writing or by the filing with this company of an

167 award as herein provided

168 Suit. No suit or action on this policy for the recov-

169 erance of any claim shall be sustainable in any

170 court of law or equity unless all the requirements of this policy

171 shall have been complied with, and unless commenced within

172 twelve months next after inception of the loss.

175 Subrogation. This company may require from the insured

176 notice of any loss or damage which it may sustain by reason of

177 any party for loss to the extent that payment therefore is made

178 by this company.