

"HTE"

THE CONDITIONS REFERRED TO IN THIS POLICY ARE AS FOLLOWS:

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

3. The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

4. All insurance under this Policy

(1) on any building or part of any building.

(2) on any property contained in any building.

(3) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement.

(a) of such building or of any part thereof.

(b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structures were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. This insurance does not cover

(a) Loss by theft during or after the occurrence of a fire.

(b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7 (f)), or by its undergoing any heating or drying process.

(c) Loss or damage occasioned by or through or in consequence of

(1) The burning of property by order of any public authority.

(2) Subterranean Fire.

6. This insurance does not cover any loss or damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent directly or indirectly, proximately, or remotely, arises out of or in connection with any of such occurrences.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this condition any loss or damage is covered shall be upon the Insured.

7. Unless otherwise expressly stated in the Policy this insurance does not cover

(a) Goods held in trust or on commission.

(b) Bullion or unset precious stones.

(c) Any curiosity or work of art for an amount exceeding \$100.

(d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.

(e) Securities, obligations, or documents of any kind, stamps, coined or printed money, business books.

(f) Coal, against loss or damage occasioned by its own spontaneous combustion.

(g) Explosives.

(h) Any loss or damage occasioned by or through or in consequence of explosion, for illuminating or domestic purposes in a building in which gas is not properly used, or works, will be deemed to be loss by fire within the meaning of this Policy.

(i) Any loss or damage occasioned by or through or in consequence of fire in forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

8. Under any of the following circumstances the insurance ceases to attach, unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company, by or on behalf of the Company.

(a) If the trade or manufacture carried on be altered, or if the nature of the business in the building insured or containing the insured property be changed.

(b) If the building insured or containing the insured property become unoccupied.

(c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.

(d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

9. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, it is insured by or would, but for the existence of this Policy, be insured by any Marine Policy, beyond the amount which would have been payable under the marine Policy or Policies.

10. This insurance may be terminated at any time at the request of the Insured, or at any time at the request of the Company, at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the request of the Insured, in which case the Company will retain the premium.

option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

11. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- (a) a claim in writing for the loss and damage containing as particular on account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.

- (b) particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

12. On the happening of any loss or damage to any of property insured by this Policy, the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened.

- (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

- (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.

- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim, is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

13. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and on action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the

or caused to be done by the Company with a view to reinstatement or replacement of the property hereby insured, or to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, or to comply with the regulations in force affecting the alignment of streets, or the construction of buildings, or the carrying out of works, or the making good any loss or damage under this Policy, whether such acts and things shall be necessary or required before or after his indemnification by the Company.

15. The Insured shall, at the expense of the Company, do, and concur in doing and suffering to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing the terms of the Policy, or of obtaining relief or indemnity from other parties to which the Company shall be or become liable, or of making good any loss or damage under this Policy, whether such acts and things shall be necessary or required before or after his indemnification by the Company.

16. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

17. If the property hereby insured shall, at the breaking out of any fire, be covered by more than one of the Policies of the Company, then the Insured shall be considered as being his own insurer for the difference between the sum insured by the Policy and the sum insured by the other Policies, and shall be liable to pay or contribute more than its ratable proportion of such loss or damage.

18. If any difference arises as to the amount of any loss or damage such difference shall be referred to the decision of an arbitrator, to be appointed in writing by the parties, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party or the death of an arbitrator or umpire, or the resignation of an arbitrator or umpire, shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death or resignation of an arbitrator or umpire, another shall be appointed in his stead by the party or parties by whom the arbitrator or umpire was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire, and it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

19. In no case whatever shall the Company be liable for any loss or damage arising from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

20. Every notice and other communication to the Company required by these Conditions must be written or printed.