

THE CANADIAN INDEMNITY COMPANY

HEAD OFFICE



WINNIPEG.

No. **503741**REPLACING
POLICY No. **New**FROM 12 O'CLOCK NOON **DECEMBER 4th.1949.**TO 12 O'CLOCK NOON **DECEMBER 4th.1952 .**AMOUNT . . . \$ **4,300.00**RATE **.99,&.06**PREMIUM \$ **45.15****Supplementary-Included****Whereas**

----- TOWNSHIP OF SANDWICH SOUTH -----

hereinafter called the Assured having undertaken to pay to THE CANADIAN INDEMNITY COMPANY, hereinafter called the Company, the sum above stated as Premium, the Company, in consideration thereof and of the stipulations and conditions contained herein and endorsed hereon does insure the said Assured for the term above stated, AGAINST DIRECT LOSS OR DAMAGE BY FIRE OR LIGHTNING to an amount not exceeding the sums set opposite the several items below and not exceeding in the whole the Sum of **----- FORTY-THREE HUNDRED ----- DOLLARS** on property as follows, that is to say:—

MERCANTILE RISKS (Building Form)1. \$ **4,000.00** On the building only of the **one** storey building built of **Brick**roof covered with **Shingle roofing**

and its additions communicating and in contact therewith, of not more hazardous occupancy, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including fences, frescoes and plate glass, only while occupied as **TOWN HALL**

(State full occupancy of premises)

situate and being No. on the **North** side of **Talbot Road**in the **Township** of **Sandwich South** Province of **Ontario.**
County of Essex

Storm doors and windows, door and window screens and shutters, belonging thereto are also held covered while contained in the above described building or on the premises.

2. \$ **Nil** On the building and foundations, roof covered with
and only while occupied as

situate

3. \$ **Nil** On Rents or Rental Value of the building(s) described above, subject to the conditions of the rent clause attached hereto.4. \$ **\$ 300.00** On **Contents usual to a Town Hall**

\$ **4,300.00** No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.

Loss, if any, ~~on buildings only~~, payable to **Assured**

subject nevertheless to the conditions endorsed hereon and to all the terms and conditions of this Policy.

Further insurance, concurrent herewith, ~~as follows~~ **Permitted without notice until required.**

Insurance Plan Reference: Volume

Sheet

Block

No.

Permission is hereby granted to make ordinary alterations and repairs but it is understood and agreed that extraordinary alterations, additions or repairs are prohibited without notice to and consent of this Company in writing: to work all night and every day; to cease operations and to be vacant or unoccupied not exceeding thirty (30) days at any time; to do such work and to keep and use all articles, materials and supplies as may be deemed necessary or may be incidental to the operation of the Insured's business, including one gallon in all of gasoline, benzine or naphtha in any one building at any one time.

Permission is hereby granted to keep and use fuel oil heating equipment, including the necessary supply of fuel oil. Notwithstanding the foregoing this Policy shall not include loss or damage by smoke, due to the operation of the fuel oil burning apparatus, if the happening causing such loss or damage is confined to the apparatus or its equipment, unless the Policy is so endorsed to cover such loss or damage and an extra premium paid therefor.

ORDINARY ELECTRICAL APPARATUS CLAUSE:—This Policy also covers direct loss or damage by lightning to the property insured (meaning thereby the commonly accepted use of the term "lightning," and in no case to include loss or damage by cyclone, tornado or windstorm) whether fire ensues or not; but if dynamos, exciters, lamps, switches, motors or other electrical appliances or devices are insured, it is made a condition of this contract that any loss or damage to them such as may be caused by lightning or other electrical currents artificial or natural is expressly excluded, and that this Company is liable only for such loss or damage to them as may occur from resultant fire or fire originating outside of the machines themselves. It is also understood and agreed and made a condition of this contract that if there is other insurance upon the property damaged, this Company shall be liable only for such proportion of any direct loss or damage by lightning (except as above stated) as the amount hereby insured bears to the whole amount insured thereon, whether such other insurance is with a similar clause or not.

Attached to and forming part of Policy No. **503741** of

THE CANADIAN INDEMNITY COMPANY

The Canadian Indemnity Company

Dated **Nov. 8th.1949** at **Toronto, Ontario.**

Authorized Representative

1. In consideration of an additional premium of \$..... INCLUDED..... the insurance by the "Fire" Policy is hereby extended to cover against direct loss or damage to the property covered under said "Fire" Policy caused directly by the after-noted additional perils.
2. **Additional Perils:** Wherever reference is made to additional perils the following shall be meant:—
WINDSTORM, HAIL, LIGHTNING, EXPLOSION, RIOT, IMPACT BY AIRCRAFT OR VEHICLES, AND SMOKE DAMAGE, all as hereinafter defined or limited.
3. **Windstorm and Hail** shall include cyclone and tornado. There shall in no event be any liability hereunder in respect to:—
(a) Fabric Awnings and Roof Signs.
(b) All property outside of buildings.
The following property, if insured under this policy, is not excluded by this Clause (b):—
(i) Realty fixtures (other than fabric awnings and roof signs) attached and belonging to the individual buildings insured.
(ii) Yard fixtures and fixed structures in yard and fencing.
(iii) Property in railway cars.
(c) Loss or damage caused by cold weather, rain, sleet, snow, sand or dust, unless same shall enter the building through an aperture concurrently broken therein by a wind or hail storm.
(d) Loss or damage due to snow-load or ice-load.
(e) Loss or damage due to tidal wave, high water, overflow, flood, land subsidence or landslide, irrespective of the cause.
(f) Loss or damage to the following property.....
4. **Lightning:** The portion of any condition of the policy excluding loss or damage to electrical appliances or devices caused by lightning is hereby waived.
5. **Explosion:** The term "Explosion" shall be limited, as regards explosion originating in devices or apparatus owned, controlled or operated by the Insured, to explosion caused by the ignition of explosives, dust, gas or other inflammable substances, but shall not include explosion originating in internal combustion engines or due to Theft, Burglary or Robbery.
Anything heretofore to the contrary notwithstanding, the term "Explosion" shall also include explosion however caused (except by Theft, Burglary or Robbery) of:—
(a) Cylinders of the replaceable service type, which are not owned by the Insured and are filled and re-filled off the premises.
(b) In the case of risks occupied as **private dwelling houses only** and so described in the policy, hot water boilers and their expansion tanks and, if not heated by steam generated on the premises, water heaters and hot water storage tanks.
6. **Riot:** The term "Riot" shall in addition to Riot include open assemblies of strikers (inside or outside the premises) who have quitted work and of locked-out employees.
There shall in no event be any liability hereunder in respect to:—
(a) Loss or damage (other than "Fire") occasioned by felonious acts where the objective is theft, burglary or robbery, and "Riot" is only incidental thereto;
(b) Loss or damage occasioned by acts of employees who are working or ostensibly working;
(c) Loss due to physical damage to the property insured caused by cessation of work or by interruption to process or business operations or by change in temperature, whether liability in respect thereto is specifically assumed now or hereafter in relation to any other peril or not.
7. **Impact by Aircraft or Vehicles:** The term "Aircraft" shall include articles dropped therefrom. "Vehicles" shall mean any road or railway vehicle.
There shall in no event be any liability hereunder in respect to:—
(a) Loss or damage caused by vehicles or aircraft belonging to or under the control of the Insured or any of his employees or member of his family or household.
(b) Loss or damage due to wear and tear.
(c) Loss or damage to aircraft or vehicles and goods therein.
8. **Smoke Damage:** The term "Smoke" shall mean smoke due to a sudden, unusual and faulty operation of any stationary boiler or furnace or its apparatus used solely or partly for heating the premises insured or for warming water.
There shall in no event be any liability hereunder in respect to:—
(a) Any accumulative damage or depreciation resulting from operation of the boiler or furnace.
(b) Smoke from any open fireplaces or stoves.
(c) Smoke from any furnace or apparatus used solely for cooking, power or process. (Any such furnace or apparatus shall not be deemed as used for heating the premises by sole virtue of radiation therefrom.)

General Conditions

9. There shall be no liability in respect to any peril insured against under this Supplemental Contract for any consequence, whether direct or indirect, of War Invasion, Act of Foreign Enemy, Hostilities or Warlike Operations (whether War be declared or not), Civil War, Mutiny, Insurrection, Rebellion, Revolution, Conspiracy, Usurped Power or Military, Naval or Air-force operations.

10. All the terms, conditions and limitations of the Fire peril portion of this policy as now existing or hereafter added or changed shall be deemed to apply also to the additional perils insured against hereunder when not in specific conflict with or modified by this Supplemental Contract.

11. The total liability of this Company under this policy in respect to all the perils (including Fire) shall not exceed the amount or sub-divisions thereof stated in this policy as now existing or hereafter changed, and, unless elsewhere specifically provided to the contrary, any losses paid in respect to any peril shall reduce the amount insured on the property in respect to all perils (including Fire) by the amount of such losses.

12. In consideration of the rate at which this Supplemental Contract is issued the Insured expressly agrees that all Fire insurance contracts carried by the Insured with this or other Companies or Insurers on the property covered under this policy shall also carry an identical Supplemental Contract (including any extensions by endorsement) contributing to all losses with this policy on a pro rata basis, and failing this, the Company shall only be liable for that proportion of the loss for which it would have been liable had the foregoing provision been observed by the Insured. Nothing in this clause shall limit the full operation of any Co-insurance Clause in this policy requiring a stated amount of insurance or percentage of insurance to value to be maintained.

13. In the event of loss, if there is other insurance in force covering any designated portion of the property against any or all of the perils insured against by this Supplemental Contract under a class of insurance policy specially applicable to such property, or if there is any insurance covering more specifically any peril which occasioned such loss, or which would cover the same in the case of any of the foregoing but for the existence of this Supplemental Contract, the insurance hereunder shall be further limited to the excess (if any) beyond the amount which is or would have been payable under such other policies had this Supplemental Contract insurance not been effected, but in no event exceeding the amount insured under this policy on the property involved.

14. **USE AND OCCUPANCY, PROFITS, RENTS, LEASEHOLD AND THE LIKE:** If the insurance by this policy does not cover physical loss or damage but loss consequent thereon forming the subject matter of insurance known as Use and Occupancy, Profits, Rents, Leasehold and the like, the cover in respect of all the perils insured against under this Supplemental Contract shall be construed accordingly and as contingent solely upon such direct physical loss or damage as would be insured under the terms and conditions of the contract as applicable to physical loss or damage, but there shall be no liability in any event for such physical loss or damage.

There shall be no liability in respect of delays or loss of time due to the presence of strikers or labour disturbances on or about the premises interfering with re-building, repairing or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the premises insured or due to the action of sympathetic strikers elsewhere.

MUNITIONS ENDORSEMENT

In consideration of the rate of premium at which this Policy is issued, it is understood and agreed that the peril "Explosion" mentioned in this Contract shall not include loss or damage due to the explosion of munitions of war of any kind.

Attached to and forming part of Policy No. 503741

THE CANADIAN INDEMNITY COMPANY

The Canadian Indemnity Company

Dated Nov. 8th, 1949 at Toronto, Ontario.

In Witness Whereof THE CANADIAN INDEMNITY COMPANY, have caused these presents to be signed by their
Managing Director and Secretary, and countersigned by a duly authorized agent for that purpose this 8th.
day of NOVEMBER 1949.

J. B. Ross
Secretary

A. L. Purison
Managing Director
The Canadian Indemnity Company
W. G. Miller
Authorized Agent

Examined.....

This Policy not valid
unless countersigned by

STATUTORY CONDITIONS

MISREPRESENTATION

1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

FORM OF CONTRACT

2. After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

PROPERTY NOT INSURED

3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

RISKS NOT COVERED

4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

- (a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;
- (b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
- (c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or
- (d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

RISKS NOT COVERED EXCEPT BY SPECIAL PERMISSION

Repairs (a) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

Inflammable Substances (b) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzene, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

Change of Interest (c) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

Vacancy (d) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

EXPLOSION AND LIGHTNING

6. The insurer 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 insurer shall be liable only for such loss or damage to them as may occur from fire originating outside, the article itself.

MATERIAL CHANGE

7. Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

OTHER INSURANCE

8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

MORTGAGEES AND OTHER PAYEES

9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

TERMINATION OF INSURANCE

10. (1) The insurance may be terminated:

- (a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;
- (b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

SALVAGE

11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

INSURANCE ON GOODS MOVED

12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

ENTRY, CONTROL, ABANDONMENT

13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make an appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

WHO TO MAKE PROOF OF LOSS

14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

REQUIREMENTS AFTER LOSS

15. Any person entitled to claim under this policy shall:
- (a) forthwith after loss give notice in writing to the insurer;
 - (b) deliver, as soon thereafter as practicable, a particular account of the loss;
 - (c) furnish therewith a statutory declaration declaring:
 - (i) that the account is just and true;
 - (ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
 - (iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
 - (iv) the amount of other insurance and names of other insurers;
 - (v) all liens and encumbrances on the property insured;
 - (vi) the place where the property insured, if movable, was deposited at the time of the fire;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

FRAUD

16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

ARBITRATION

17. If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

WHEN LOSS PAYABLE

18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

REPLACEMENT

19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

ACTION

20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

AGENCY

21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

WAIVER OF CONDITION

22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

NOTICE

23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insurer by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

SUBROGATION

24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.