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Utah Sub-Agency. No. 3979
**STANDARD FIRE INSURANCE POLICY
DWELLING HOUSES
STOCK COMPANY**

No. D.H. 80



CASH CAPITAL. \$12,000,000

Assured.

A. W. BIGLER,

CLAWSON, UTAH.

Date Feb. 1, 1923.

Expires Feb. 1, 1926

Amount \$5410.00 Premium \$75.75

Rate 80¢-2.50

Property DWELLING, CTS. & OUT-BLDGS.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

| | | | |
|--------------------------------|------|-----|-----|
| No. of Policy | | | |
| No. of Renewal | | | |
| Amount Insured | | | |
| Date of Cancel, | YEAR | MO. | DAY |
| " Policy, | | | |
| Time in force, | | | |
| Premium Paid, - - - - \$ | | | |
| " earned at rate, \$ | | | |
| " returned, - - - - \$ | | | |
| If pro rata, state reason why: | | | |

Receipt for Return Premium

To be Signed by the Assured

19

Agency

IN CONSIDERATION OF

return premium, receipt of which is hereby acknowledged, this Policy is hereby cancelled and surrendered to the Company. Dollars

Assured.

Permission granted for the within described premises to be and remain vacant for a period not exceeding sixty (60) days at any one time, the term "vacant" being construed to mean an empty building devoid of personal habitation; or to be and remain unoccupied for a period not exceeding six (6) months at any one time, the term "unoccupied" being construed to mean a building that is entirely furnished, but with personal habitants temporarily absent.

It is made a condition of this insurance that the premises shall be kept properly closed and secured to prevent trespassing or the entrance of unauthorized persons during the term of vacancy, or unoccupancy.

If premises are vacant for a period exceeding sixty (60) days, or unoccupied for a period exceeding six (6) months, at any one time, this policy is void unless a special form of permission therefor is attached hereto.

Permission granted to make alterations, improvements and repairs to any building herein described, and to complete same if under construction, and the insurance, if any hereunder, on such building is hereby extended and made to cover such alterations, improvements and repairs, and the building materials and supplies therefor or entering into the construction of such building, while contained therein or on the premises immediately adjacent thereto.

Permission granted to use electricity for light, heat and power in the premises described in this policy.

Caution—See that the entire electrical equipment is installed and maintained in full compliance with the standard requirements of the National Electrical Code, copy of which may be obtained of your insurance agent.

Permission granted to use kerosene stoves; and artificial and natural gas for fuel or light only when supplied through public service gas pipes, but this company will not be liable for damage by explosion of artificial or natural gas unless fire ensues, and then for damage by fire only.

AUTOMOBILE AND GASOLINE STOVE PERMIT

(Permit to keep automobiles is void unless number of machines and location is given)

Subject to the following conditions, permission is granted, when not in violation of any law, statute or municipal restriction, to use gasoline stoves in the premises described in this policy; and to keep not more than _____ automobiles using gasoline, in the building described under Item No. _____ of this policy.

1—That no claim shall be made for loss or damage to an automobile, any of its parts or equipment, unless such automobile, its parts or equipment, is specifically mentioned as insured under this policy.

2—That the filling, emptying or opening of any gasoline reservoir of an automobile or a gasoline stove, while same is contained in said building, shall be done by daylight or incandescent electric light only, and that there shall be no other artificial light, and no fire or blaze, in the room where and when such reservoir is being filled or emptied, or open.

3—That, unless otherwise permitted by endorsement hereon, no gasoline in excess of ten (10) gallons (which shall be kept in a tight and entirely closed metal can, free from leak), except that contained in the reservoir of an automobile or a gasoline stove, shall be kept or used in the premises described in this policy.

4—That the supply tank shall be at least five (5) feet from said building, unless it is buried at least two (2) feet below the level of the basement floor. All pipes for filling or ventilating the supply tank to be outside said building, and piping to pump to be laid so as to drain toward the tank.

5—That when acetylene gas is used for automobile lamps, it shall be contained in an airtight metal tank or generator, and not over twenty-five (25) pounds of calcium carbide shall be kept in said building, the same to be contained in watertight metal receptacles.

6—The term "gasoline" shall be held to include naphtha, benzine, or any of the light products of petroleum, coal or tar, by whatever name known.

7—The term "automobile" shall be held to include motorcycles, or any other self-propelled vehicle using gasoline or steam.

Note—The term "premises" as used in this permit, means only the building (or buildings) described in this policy, or such portions of same as are occupied by the assured.

Note—The granting of the above permits does not waive any schedule charge therefor.

LIGHTNING AND ELECTRICAL EXEMPTION OR DYNAMO CLAUSES

Lighting Clause: Except as provided in the Electrical Exemption or Dynamo Clause below, this policy shall cover any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term lightning, and in no case to include loss or damage by cyclone, tornado or windstorm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property this company shall be liable only pro rata with such other insurance for any direct loss by lightning, whether such other insurance be against direct loss by lightning or not.

Electrical Exemption or Dynamo Clause: If dynamos, excitors, lamps, motors, switches or other electrical appliances or devices are covered under this policy, this company shall not be liable for any electrical injury or disturbance, whether from artificial or natural causes, unless fire ensues, and then only for such loss or damage to them as may be caused by such ensuing fire; this limitation to be operative notwithstanding any provision to the contrary in the lightning clause attached.

1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs,
2 and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for
3 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same
4 with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if
5 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined,
6 the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment,
7 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy.
8 It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value,
9 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time
10 on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be
11 no abandonment to this company of the property described.

12 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material
13 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not
14 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or
15 the subject thereof, whether before or after a loss.

16 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in-
17 sured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered
18 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole
19 or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be
20 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering or
21 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other
22 than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in
23 fee simple; or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with
24 the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this
25 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the in-
26 terest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal
27 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating
28 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or
29 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzene, benzole,
30 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine,
31 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United
32 States standard (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels,
33 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
34 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
35 ten days.

36 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
37 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
38 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
39 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but
40 liability for direct damage by lightning may be assumed by specific agreement hereon.

41 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents
42 shall immediately cease.

43 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities;
44 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements,
45 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
46 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance
47 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor
48 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole
49 insurance on the building described.

50 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and
51 a warranty by the insured.

52 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this
53 company.

54 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed
55 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

56 This policy shall be canceled at any time at the request of the insured, or by the company by giving five days' notice of

54 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata*
55 premium.

56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or
57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi-
58 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such
59 interest as shall be written upon, attached, or appended hereto.

60 If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed,
61 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall,
62 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such
63 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears
64 to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be
65 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the
66 of fire, whether the same cover in new location or not.

67 If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property
68 from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order,
69 make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and,
70 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com-
71 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire;
72 the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon;
73 all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip-
74 tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property
75 since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were
76 occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or
77 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter-
78 ested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has
79 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary
80 public shall certify.

81 The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property
82 herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and,
83 as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies
84 thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall
85 permit extracts and copies thereof to be made.

86 In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent
87 and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent
88 and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and
89 damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine
90 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the
91 expenses of the appraisal and umpire.

92 This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any
93 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss
94 shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein
95 required have been received by this company, including an award by appraisers when appraisal has been required.

96 This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for
97 loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole
98 insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application
99 of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by
100 agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed
101 hereon.

102 If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or muni-
103 cipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the
104 insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such
105 payment.

106 No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after
107 full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.
108 Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and
109 wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

110 If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization,
111 membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may
112 be written or printed upon, attached, or appended hereto.

ASSIGNMENT OF INTEREST BY INSURED

The interest of _____ as owner of the property
covered by this Policy is hereby assigned to _____

subject to the consent of **THE HOME INSURANCE COMPANY, NEW YORK.**

(Signature of the Insured)

Dated _____ 19____

Note.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee as follows: Loss, if any,
payable to *John Doe*, mortgagee.

CONSENT BY COMPANY TO ASSIGNMENT OF INTEREST

covered by this Policy be assigned to _____
THE HOME INSURANCE COMPANY, NEW YORK, hereby consents that the interest of
_____ as owner of the property

Agent

Dated _____ 19____

W.D.H. 80 **The Home Insurance Company** YORK NEW YORK STOCK COMPANY



Amount, \$ 5410.00 Rate 80¢-2.50 Premium, \$ 75.75

In Consideration of the Stipulations herein named and of

Does Insure - - - - - SEVENTY FIVE AND 75/100 - - - - - Dollars Premium,
from the FIRST day of FEBRUARY 1923 for the term of THREE YEARS
to the FIRST day of FEBRUARY 1926, at noon (standard time)
Against all direct loss or damage by Fire and Lightning, except as hereinafter provided,

to an amount not exceeding - - - FIFTY FOUR HUNDRED TEN AND NO/100 - - - - - Dollars,
to the following described property while located and contained as described herein, and not elsewhere, to wit:

All situated Lot 1, Block 9, about 200 yards northwest from Clawson
City of Ward House, Clawson, Utah. State of Utah.

- * 1 \$ 2500.00 On the 1 1/2 story shingle roof brack dwelling house building and its additions (if any) communicating and in contact therewith, and on awnings, wall and ceiling decorations and frescoes, and all permanent fixtures attached to and forming a part thereof, while occupied only for dwelling house purposes. This insurance shall also cover under this item (if the property of owner of building) awnings, door and window screens and storm doors and windows, belonging to above described building, while stored in outbuildings on the above described premises.
- * 2 \$ 1000.00 On household furniture, family stores and provisions and other personal effects, including casts, curiosities, implements, jewels and jewelry, musical instruments, pictures, scientific apparatus, sculptures, and tools (but excluding accounts, bills, bullion, currency, dies, drawings, evidences of debt or ownership or other documents, manuscripts, medals, merchandise kept for sale or on storage, models, motor vehicles of any description, money, notes, patterns, and securities); all being the property of insured or of any member of insured's household, all only while contained in the above described dwelling house building and its additions (if any) communicating and in contact therewith.
- * 3 \$ 1500.00 On the frame buildings including foundations, occupied as a private garage, granary, wagons & implement sheds, situated in connection therewith are included in the above description.
- * 4 \$ 410.00 On chicken coops, pens, buildings including foundations, occupied as a private barn.
- * 5 \$ Nil. On horses and cows; in case of loss this company will not be liable for more than \$50 on any one horse, or more than \$100 on any one cow, and only for its pro rata proportion thereof in case of other insurance; only while contained in above described barn.
- * 6 \$ Nil. On vehicles (excepting automobiles and motorcycles, storage and use of which is prohibited unless permission is specifically endorsed hereon); robes, horse and carriage equipment, bicycles in use; hay, grain, feed, coal and wood; mechanics, carpenter, barn and garden tools and implements; all only while contained in above described barn.
- * 7 \$ Nil. On
- * 8 \$ Nil. On the rents of the story roof building and its additions (if any) of like construction communicating and in contact therewith, only while occupied for

It is understood that the premises attached to and immediately adjacent to said barn, and used in connection therewith are included in the above description. The intention of item 8 of this policy is to make good the loss of rents, caused by fire, actually sustained by the insured, on the occupied or rented portions of the premises which have become untenable, for and during such time as may be necessary to restore the premises provided in the conditions of this policy.

"Co-insurance Clause" (applying to item 8 of this policy). In consideration of the reduced rate at which this policy is issued, the insured stipulates and agrees to carry insurance on said rents in an amount equal to per cent of the annual rents of said premises; and it is understood and agreed that if at the time of fire, the aggregate amount of insurance upon said rents shall be less than said per cent of the annual rentals at the time of the fire, the insured shall be held to be an insurer in the amount of such deficiency, and in that capacity shall bear a proportionate share of the loss.

"Limitation on Amount Recoverable on One Article." Claim for loss on any one picture, piece of statuary, curiosity, or work of art, shall not exceed two hundred and fifty (\$250) dollars unless specifically insured.

"Restriction in Case of Specific Insurance." No article or piece of personal property separately insured for a specific amount under this, or any other policy, is covered by this policy except for such specific amount, if any, named herein.

"Guests and Servants Clause." Not exceeding ten (10%) per cent of the amount of any item of this policy on personal effects, shall cover the insured named in this policy, but in no event shall the aggregate claim for loss under any item of this policy exceed the amount of insurance specified and inserted in the blank immediately preceding the item.

"Fences." If the within described dwelling house is located within the incorporated limits of a city or town, insurance on said dwelling house under first item hereof shall also apply to fences and walks immediately surrounding same.

Other insurance permitted.
Loss, if any, subject however to all the terms and conditions of this policy, payable to

Lowen State as their interest may appear.

NOTE—For information only.—The above described dwelling is occupied, or to be occupied, by families.

No agent of this Company has authority to grant insurance under this policy upon any property other than dwellings and their contents; outbuildings and their contents; private stables, barns and their contents; private garages, all located in cities, towns or villages, and it is expressly agreed that this policy shall be void if it purport to be insurance upon any other property or class of property.

This policy is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of this policy, together with such other provisions, stipulations and conditions as may be endorsed hereon or added hereto as herein provided.

"Provisions required by law to be stated in this policy."—This policy is in a stock corporation.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized State or Special Agent of the Company at SALT LAKE CITY, UTAH.

Alfred Hurth
Secretary.

Gemma
President.