

## **WHAT ARE MY IMMEDIATE DUTIES AFTER A LOSS OCCURS**

Insurance policies and endorsements differ but the requirements of the insured after a loss occurs remain the same.

The standard form that governs the policy consists of 165 lines and is known as ***THE NEW YORK STANDARD FIRE INSURANCE POLICY***.

Look below to view the entire form and pay close attention to ***“REQUIREMENTS IN CASE A LOSS OCCURS” LINES 90-122 ESPECIALLY WHERE IT STATES YOU MUST “PROTECT THE PROPERTY FROM FURTHER DAMAGE FORTHWITH”***

**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 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 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 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 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 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 interests and 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 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 a complete inventory of  
 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 insured, stating the knowledge and belief of the insured as to  
 101 the following: the time and origin of the loss, the interest of the  
 102 insured and of all others in the property, the actual cash value of  
 103 each item thereof and the amount of loss thereto, all encum-  
 104 brances thereon, all other contracts of insurance, whether valid  
 105 or not, covering any of said property, any changes in the title,  
 106 use, occupation, location, possession or exposures of said prop-  
 107 erty 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 then stood on leased ground, and shall furnish a copy of all the  
 111 descriptions and schedules in all policies and, if required, verified  
 112 plans and specifications of any building, fixtures or machinery  
 113 destroyed or damaged. The insured, as often as may be reason-  
 114 ably required, shall exhibit to any person designated by this  
 115 Company all that remains of any property herein described, and  
 116 submit to examinations under oath by any person named by this  
 117 Company, and subscribe the same; and, as often as may be  
 118 reasonably required, shall produce for examination all books of  
 119 account, bills, invoices and other vouchers, or certified copies  
 120 thereof if originals be lost, at such reasonable time and place as  
 121 may be designated by this Company or its representative, and  
 122 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 dis-  
 129 interested umpire; and failing for fifteen days to agree upon  
 130 such umpire, then, on request of the insured or this Company,  
 131 such umpire shall be selected by a judge of a court of record in  
 132 the state in which the property covered is located. The ap-  
 133 praisers shall then appraise the loss, stating separately actual  
 134 cash value and loss to each item; and, failing to agree, shall  
 135 submit their differences, only, to the umpire. An award in writ-  
 136 ing, so itemized, of any two when filed with this Company shall  
 137 determine the amount of actual cash value and loss. Each  
 138 appraiser shall be paid by the party selecting him and the ex-  
 139 penses of appraisal and umpire shall be paid by the parties  
 140 equally.

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

**148 Abandonment** There can be no abandonment to this Com-  
 149 pany of any property.

**150 When loss payable.** The amount of loss for which this Company  
 151 may be liable shall be payable sixty days  
 152 after proof of loss, as herein provided, is  
 153 received by this Company and ascertainment of the loss is made  
 154 either by agreement between the insured and this Company ex-  
 155 pressed in writing or by the filing with this Company of an  
 156 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  
 159 shall have been complied with, and unless commenced within  
 160 twelve months next after inception of the loss.

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