

RAIN POLICY

Expires Nov. 15th, 1923.,

Location Mt. Airy, N.C.,

Amount, . . . \$ 250.00

Premium, . . . \$ 20.80

James Burke

No. P 5472

**Federal
Insurance
Company**

Federal Insurance Co.

PAID-UP CAPITAL, \$1,000,000

HARTFORD GENERAL AGENCY CO., INC.

GENERAL MANAGERS

HARTFORD FIRE INSURANCE CO. BUILDING

HARTFORD, CONN.

INSURANCE AGENCY
"MILLION DOLLAR COMPANIES ONLY"
Mount Airy, North Carolina

No. P 5472

RAIN POLICY

Federal Insurance Company

Incorporated Under the Laws
Of New Jersey

Amount, \$ 250.00 Rate 8.32 Premium, \$ 20.80

In Consideration of the Stipulations herein named

and of Twenty and 80/100 Dollars Premium,
does insure James Burke

and legal representatives against LOSS OCCASIONED BY RAIN, except as herein provided, to an
amount not exceeding Two-Hundred and Fifty Dollars
under the following conditions, to wit:

FORM D

EXPENSE AND (OR) INCOME

intent of this insurance is to indemnify the insured against loss by rainfall and, in the event of
of an inch or more of rainfall, at the specific location hereinafter provided for
ascertaining the measure thereof, on any one day hereinafter provided for, during the period of time provided for
such day hereinafter under schedule, this Company shall be liable for the full amount of insurance provided
hereinafter under schedule for said day, which amount for the purpose of this insurance is warranted by the
insured not to exceed the expenses incident to the Merchant Sales

to be held at Mt. Airy, N.C.,
and/or anticipated income, subject to loss by reason of such rainfall on such day.

SCHEDULE.

DAY OF EVENT	PERIOD OF TIME	INSURANCE
Nov. 13th 1923	between 7:00 A- m. and 12 Noonm.	\$ 50.00
"13th 19 "	between 1:30 P- m. and 6:30 P-m.	\$ 50.00
"14th 19 "	between 7:00 A- m. and 12 Noonm.	\$ 50.00
"14th 19 "	between 1:30 P- m. and 6:30 P-m.	\$ 50.00
"15th 19 "	between 7:00 A- m. and 12 Noonm.	\$ 25.00
"15th 19 "	between 1:30 P- m. and 6:30 P-m.	\$ 25.00

The insured shall make arrangements with S.R. Pruitt

for obtaining a rainfall reading, with a rain gauge
Mt. Airy, N.C.,
during the term of this contract, in which the measure of rainfall shall be determined, and shall,
amount of rainfall at Mt. Airy, N.C., be certified record same, which record shall be conclusive as to time and

This policy being a special and limited time contract shall be void unless the premium provided for herein
shall be received by this Company, or a duly authorized representative of this Company, on or before the
12th day of November 19 23.

Attached to and made a part of Policy No. P-5472 of the Federal
Insurance Company of New Jersey.

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 until countersigned by the duly authorized agent of the company at Mt. Airy, N.C.

Sam'l W. King

Secretary

Countersigned at Mt. Airy, N.C.

this 12 day of Nov 1923

Ray Chubb

President

FULTON INSURANCE AGENCY

W. Fulton

WARRANTY

Agent

1 This entire policy shall be void unless the premium provided for herein shall be received by this
2 **Policy void unless** company or a duly authorized representative of this company prior to the date of the begin-
3 **premium paid.** ning of the term hereof.

4 This entire policy shall be void if the insured has concealed or misrepresented any material fact
5 **Fraud, misrepres-** or circumstance concerning this insurance or the subject thereof; or if the interest of the insured
6 **entation, etc.** in the subject of insurance be not truly stated herein; or in case of any fraud or false swearing
7 by the insured touching any matter relating to this insurance or the subject thereof, whether before or after
8 a loss.

9 This entire policy shall be void, unless otherwise provided by agreement in writing added here-
10 **Policy void unless** to, if the insured now has or shall hereafter make or procure any other contract of insurance
11 **endorsed.** against loss by rain, whether valid or not, on the subject of insurance covered in whole or in
12 part by this policy; or if any change other than by the death of an insured take place in the interest, title, or pos-
13 session of the subject of insurance; or if this policy be assigned before a loss.

14 **Not liable.** This company shall not be liable for loss from any cause except the hazards insured against.

15 **Added clauses.** The extent of the application of insurance under this policy, and the contribution to be made by
16 this company in case of loss, and any other agreement not inconsistent with or a waiver of any
17 of the conditions or provisions of this policy, may be provided for by agreement in writing added thereto.

18 **Waiver.** No one shall have power to waive any provision or condition of this policy, except such as by
19 the terms of this policy may be the subject of agreement added thereto; nor shall any such
20 provision or condition be held to be waived unless such waiver shall be in writing added hereto; nor shall any
21 provision or condition of this policy, or any forfeiture, be held to be waived by any requirement, act or proceeding
22 on the part of this company relating to appraisal or to any examination herein provided for; nor shall any
23 privilege or permission affecting the insurance hereunder exist or be claimed by the insured unless granted herein
24 or by rider added hereto.

25 **Non-cancelable.** This policy shall not be canceled by either party hereto, unless otherwise provided by agree-
26 ment in writing added thereto.

27 **Pro rata liability.** This company shall not be liable under this policy for a greater proportion of any loss than the
28 amount hereby insured shall bear to the whole insurance covering the subject of insurance in
29 whole or in part against loss by rain, whether valid or not, and whether collectible or not.

30 The time of day hereunder means the standard time of the day at the place of loss; at localities
31 **Time of day.** where Daylight Saving Time is in use, the words "Standard Time" shall be construed as Day-
32 light Saving Time.

33 **Case of loss.** In case of loss, the insured shall furnish in detail a complete statement of the value of the subject of insurance and the amount
34 of loss claimed; and within thirty days after the loss, unless such time is extended in writing by

35 **Case of loss.** this company, render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge
36 and belief of the insured as to the time and origin of the loss; the interest of the insured and all others in the
37 subject of insurance; the value of each item thereof and the amount of loss thereto; all other contracts of
38 insurance against loss by rain, whether valid or not, covering in any manner the subject of insurance; a copy of
39 all the descriptions and schedules in all policies; and any change in interest, title or possession of the subject of
40 insurance since the issuing of this policy.

41 The insured shall exhibit to any person designated by this company such evidence of loss as may be reason-
42 ably required, and submit to examination, under oath, by any person named by this company, and subscribe the
43 same; and, as often as may be reasonably required, shall produce for examination all books of account, bills,
44 invoices and other vouchers, or certified copies thereof, if originals be lost, at such reasonable time and place as
45 may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

46 **Appraisal.** In case the insured and this company shall fail to agree as to the amount of loss, each shall, on
47 the written demand of either, select a competent and disinterested appraiser. The appraisers
48 shall first select a competent and disinterested umpire, and, failing for fifteen days to agree upon such umpire,
49 then, on request of the insured or this company, such umpire shall be selected by a judge of the court of record in
50 the county in which the loss occurred. The appraisers shall then appraise the loss, stating separately the value
51 and loss, and failing to agree, shall submit their differences only to the umpire. An award in writing of any two,
52 when filed with this company, shall determine the amount of value and loss. Each appraiser shall be paid by the
53 party selecting him, and the expenses of appraisal and umpire shall be paid by the parties equally.

54 **When loss** The amount of loss for which this company may be liable shall be payable thirty days after
55 **payable.** proof of loss as herein provided is received by this company, and ascertainment of the loss
56 is made, either by agreement between the insured and this company expressed in writing or by
57 the filing with this company of an award as herein provided.

58 **Suit.** No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court
59 of law or equity unless all the requirements of this policy shall have been complied with, nor
60 unless commenced within twelve months next after the loss; provided that where such limitation of time is pro-
61 hibited by law, no suit or action on this policy shall be sustainable unless commenced within the limitation of time
62 permitted by such law.
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