

Mr. Raughley L. Porter, Building Inspection Engineer (continued)

to the City. In response to that notification the Hartford Accident and Indemnity Company communicated to Mr. Harvey on October 16, 1958, and explained the fact that this exclusion clause, although complicated in words, still held the company liable for accidents and damages that might occur while the work was being done by Keyser Roofing Company. This letter was signed by the Superintendent, Casualty Dept., Mr. A. G. Reeside.

Fidelity-Phoenix Fire Ins. Co. of N. Y. v. Pilot Freight Carriers, 193 F 2nd 812:

"An insurance policy is only a contract and subject to the same rules of interpretation applicable to written contracts generally, and the intention of the parties as gathered from the language used in the policy is the polar star that must guide the courts in the interpretation of the policy."

Travelers Indemnity Co. v. Pray, 204 F 2nd 821:

"Exceptions from liability in insurance policy, unless expressed plainly and without ambiguity will be construed strictly against insurer and liberally in favor of insured."

Boaswell v. Travelers Indemnity Co., 120 A 2d, 38 N. Y. Super 599:

"Exclusion clauses are strictly construed against insurer, especially if they are of uncertain import."

Universal Underwriters v. Grau, 114 N. E. 2nd 501:

"Policies of insurance should be construed in favor of assured, and any exception to liability should be strictly construed against insurer."

Bonding and Insurance Co. v. Oliner, 139 Md. 408 - Nature of Contract at 410:

Held an insurance contract is one whereby, for a stipulated consideration, one party undertakes to compensate the other for loss on a specified subject by specified perils.

45 Corpus Juris Secundum, 906, Sec. 834:

General rules governing the construction of insurance contracts ordinarily are applicable in construing exceptions or exemptions in liability policies. Exceptions to the general liability are to be strictly construed against the company, and any uncertainty in the meaning of the exclusion clause should be decided in favor of insured.