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The London & Midland Fire Office Limited

Exchange Buildings, New Street, Birmingham.

POLICY No 605



SUM INSURED, £2000.

Present Premium } £7.0.0.
to 29th September 1872

Annual Premium } £7.0.0.
Payable at Michaelmas

This Policy of Insurance Witnesseth that Mess^{rs} J. and R. Morley of No 18 Wood Street, Cheapside, London Warehousemen

hereinafter called the Insured, having paid to The London and Midland Fire Office, Limited, (hereinafter called the Company) the sum of Seven Pounds for Insuring against Loss or Damage by Fire as hereinafter mentioned, the property hereinafter described in the several sums following, namely:—

On Stock in Trade, their own, in trust, or on Commission also Wares and Fixtures in their Warehouse situate No 18, Wood Street aforesaid, Brick built and Tiled or Slated, a gas stove in strong room and a gas cooking Apparatus in Kitchen, all securely fixed allowed, said Warehouse communicates by double iron door, with their Warehouse No 1, Gresham Street, also with their Warehouse No 2, Clements Court, but it is declared that this Insurance does not extend thereto. Two Thousand Pounds.

Insurances with other Offices allowed, the amounts to be declared in the event of loss.

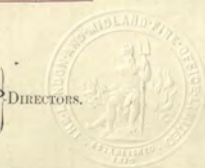
The Company hereby agrees with the Insured (but subject to the conditions printed on the back hereof, which are to be taken as part of this Policy) that if the property above described or any part thereof shall be destroyed or damaged by fire at any time between the 29th day of September 1872 and the 29th day of September 1873 both inclusive, or at any time afterwards, so long as the Insured or their representatives in interest shall pay to the Company, and they shall accept the sum required for the renewal of this Policy, on or before the 29th day of September in each succeeding year, the Company will out of their Capital, Stock and Funds, pay or make good all such loss or damage, to an amount not exceeding, in respect of the several matters above specified, the sum set opposite thereto respectively, and not exceeding in the whole the sum of Two Thousand Pounds.

In Witness whereof this Policy has been signed by two of the Directors and the Secretary of the Company, and sealed with the common seal of the Company, at Birmingham, this 10th day of October 1871.

Examined
Entered

J. B. Hammerman, SECRETARY.

J. S. Wilson
J. F. Scrivenor



London.

The London and Midland Fire Office, Limited.

HEAD OFFICE: EXCHANGE BUILDINGS, NEW STREET, BIRMINGHAM.

Incorporated under the Companies' Act, 1862.

CONDITIONS WITHIN REFERRED TO.

I. Any material mis-description of any of the property proposed to be hereby insured, or of any building in which property to be so insured is contained, and any mis-statement of, or omission to state, any fact material to be known for estimating the risk, renders the policy void as to the property affected by such mis-description, mis-statement, or omission respectively.

II. If, after the risk has been undertaken by the Company, anything whereby the risk is increased be done to property hereby insured, or to, upon, or in, any building in which property hereby insured is contained, or, if any property hereby insured be removed from the building or place in which it is herein described as being contained, without, in each and every of such cases, the assent or sanction of the Company, signified by endorsement hereon, the insurance as to the property affected thereby ceases to attach.

III. The policy does not cover property held in trust, or on commission, unless expressly described as such; nor china, glass, looking glasses, jewels, clocks, watches, trinkets, medals, curiosities, manuscripts, prints, paintings, drawings and sculptures, musical, mathematical, and philosophical instruments, patterns, models, and moulds, unless specially mentioned in the policy; nor deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, books of account nor gunpowder; nor loss or damage by fire occasioned by or happening through invasion, foreign enemy, riot or civil commotion, or by or through the spontaneous fermentation or heating of the subject insured, nor for loss or damage to stock or goods whilst undergoing any process by fire heat; nor loss or damage caused directly by explosion, except loss or damage to a building or property contained therein, caused by explosion of gas in such building. Nor shall the Company be liable to pay more than six shillings per ounce for plate, three shillings per square yard for wainscot of sculptured or carved wood, or twenty shillings per pane for plate glass, or five pounds for any one book or work, or ten pounds for any one print or painting, unless specially insured.

IV. The policy ceases to be in force as to any property hereby insured, which shall pass from the insured to any other person otherwise than by will or operation of law, unless notice thereof be given to the Company, and the subsistence of the insurance in favour of such other person be declared by a memorandum indorsed hereon by or on behalf of the Company.

V. On the happening of any loss or damage by fire to any of the property hereby insured, the insured is forthwith to give notice in writing thereof to the Company, and within fifteen days at latest to deliver to the Company as particular an account as reasonably practicable of such loss or damage, and of the estimated amount thereof, having regard to the value at the time of the fire of the property damaged or destroyed, and of the several articles or matters to which the loss or damage applies, and in support thereof to give all such vouchers, proofs, and explanations as may be reasonably required, together with, if required, a statutory declaration of the truth of the account, and in default thereof no claim in respect of such loss or damage shall be payable until such notice, account, proofs, and explanations respectively are given and produced, and such statutory declaration, if required, is made.

VI. If the claim be in any respect fraudulent, or any false statutory declaration be made in support thereof, or the fire was occasioned by or through the procurement or connivance of the insured, all benefit under this policy is forfeited.

VII. The Company may, if they think fit, reinstate or replace, the property damaged or destroyed instead of paying the amount of the loss or damage, and may join with any other Company or insurers in so doing in cases where the property is also insured elsewhere.

VIII. On the happening of any damage by fire to any building, or property or effects within a building, in respect of which a claim is, or may be made under this policy, the Company may, without being deemed wrong doers, by their authorised officers and servants, enter into, and for a reasonable time remain in possession of, such building, property, or effects, for all reasonable purposes relating to, or in connection with, the insurance hereby effected, and this policy shall be evidence of leave and license for that purpose.

IX. If at the time of loss or damage happening to any property insured by this policy, there be any other insurance or insurances, whether effected by the insured or by any other person, covering the same property, this Company shall not be liable to pay or contribute in respect of such loss or damage more than such proportion as its liability, separately ascertained, shall bear to the aggregate liability upon all the insurances covering such property, separately ascertained in like manner, according to their respective terms and conditions, irrespective of this or any similar condition as to contribution.

X. In all cases where any other subsisting insurance or insurances, whether effected by the insured or by any other person, on any property hereby insured either exclusively or together with any other property in and subject to the same risk only shall be subject to average, the insurance on such property under this policy shall be subject to average in like manner; and in ascertaining the separate liability of this Company as provided in the last preceding condition, this condition as to average shall be taken into account.

XI. If any difference shall at any time arise between the Company and the insured or any claimant under this policy as to the amount of any loss or damage by fire, or as to the fulfilment or non-fulfilment of any of the conditions herein set forth, or as to any question, matter, or thing concerning or arising out of this insurance, every such difference, as and when the same arises, shall be referred to the arbitration and decision of two indifferent persons, one to be chosen by the party claiming and the other by the Company; or in case of disagreement between them, then of an umpire to be chosen by the arbitrators before entering on the reference, and the costs of the reference shall be in the discretion of the arbitrators or umpire, as the case may be, who shall award by whom and in what manner the same shall be paid; and the decision of the arbitrators or umpire, as the case may be, shall be final and binding on all parties, and this condition shall be deemed and taken to be an agreement to refer as aforesaid.

XII. In all cases where the policy is void or has ceased to be in force under any of the foregoing conditions, the monies paid to the Company in respect thereof will be forfeited.



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