

Leicestershire and Midland Counties' Fire and Life Insurance Company.

ESTABLISHED IN LEICESTER, 1834.

FIRE POLICY.

RECEIVED for Premium and Duty.
 from *25th March 1838*
 to *Lady day 1839.*

£. s. d.
 Premium, *7 11*
 Duty, *12 6*
 £ *19 17 6*

No. *2724* L. *400*



FUTURE Annual Payment
 on *25th March*

£. s. d.
 Premium, *7 11*
 Duty, *12 6*
 £ *19 17 6*

Whereas *Mary Southam of Leicester, Widow, Mortgagee.*

has paid the sum of *Seven Shillings 8d* to the LEICESTERSHIRE AND MIDLAND COUNTIES' FIRE AND LIFE INSURANCE COMPANY, and *has* agreed to pay to the said Company yearly on the *25th March* the sum of *Seven Shillings* during the continuance of this Policy, for Insurance from Loss or Damage by Fire on *a Dwelling house and Shop, situate in Oxford Street, Leicester aforesaid, in tenure of Robert, Duke, no more than Three Hundred pounds. Range of Buildings behind comprising, Bookhouse, Kitchen, Flour Chamber, and Office, all adjoining, been heated with coal only, One hundred pounds.* All such stated.

Now from the date of these Presents, and so long as the said *Mary Southam* shall duly pay to the said Company the said sum of *Seven Shillings* yearly, at the time aforesaid, and the said Company shall agree to accept the same, then the said Company shall be liable and subject to pay and make good to the said *Mary Southam* or her Executors, Administrators, and Assigns, all such damage and loss which *she* the said *Mary Southam* shall suffer by Fire, in respect of the Property above described, not exceeding in any case, on each specification, the sum or sums above-mentioned, amounting in the whole to no more than *Four Hundred* Pounds.

Provided nevertheless that the Capital, Stock, and Funds of the said Company, shall alone be subject and liable to answer and make good all Claims and Demands whatsoever under or by virtue of this Policy; and that no Proprietor or Member of the Company shall be subject or liable to any such Claims or Demands, nor be in anywise charged by reason of this Policy, beyond the Amount of his or her Share or Shares, of the Capital, Stock, and Funds of the said Company. AND the said Company grants this Policy, and the said *Mary Southam* accept the same, subject to the Terms and Conditions endorsed hereon.

In witness whereof we, three of the Directors or Acting Members of the said Company, have hereunto set our Hands this *Sixteenth* day of *March* 18*38*.

Signed, (being first duly stamped according to Act of Parliament) in the presence of *W. Mustard & Co.*

John Ellis ○
John Higginson ○
M. Gregory

W. Mustard & Co.

CONDITIONS

OF INSURANCE AGAINST LOSS OR DAMAGE BY FIRE.

1. ANY person desirous of effecting an Insurance with the Company, is to give a true and particular description of the property proposed to be insured, stating the materials of which the buildings are constructed—the trade or manufacture carried on therein—the number and nature of any pipe-stoves, or other implements or apparatus for producing fire heat (other than common fire places) therein—the description of the goods, wares, merchandize, or other property therein contained—and such other information as may be required by the Company; and whether the property is belonging to the Assured, or held in trust, or on commission. And if any false description be given, or circumstance of risk withheld by the Insured, then the policy shall be void, and of no effect.

2. No Insurance shall be considered in force until the premium and duty thereon (or a deposit in part thereof) shall have been paid to the Company; and no receipts are to be taken by the Insured for payments of premium and duty, but such as are printed for the Company, and issued at the Company's Office in Leicester, or by an agent for the Company.

3. The premium and duty on a policy are to be paid within fifteen days next after the quarter-day on which such policy is renewable. If any alteration in the buildings, or mode of heating them, or in the process of manufacture carried on, or goods contained in them, shall take place after a policy shall have been issued or renewed, then the Insured shall give immediate notice to the Company of such alteration, that the policy may be made conformable thereto. And if any necessary information shall be withheld from the Company by the Insured, in respect of his or her existing policy, then such policy shall be void, and of no effect.

4. All sums insured in other Offices on property proposed to be insured, or already insured, with the Company, are required to be stated, and endorsed on the policy; and failing to give such notice to the Company, the Insured shall not be entitled to any benefit under his or her policy.

5. The right and interest in an existing policy may be transferred by assignment, endorsed on the policy, or may be continued by endorsement to the heirs, executors, administrators, assigns, or trustees of the Insured. Property removed may be continued

Insured, by endorsement, under the same policy, provided the risk be not increased by such removal. But no endorsement shall be recognized nor allowed by the Company, but such as shall be made and registered at the Company's Office, or by the Company's agent.

6. The Company will not hold itself liable for any loss or damage by fire which may happen by any invasion, foreign enemy, civil commotion or riot, or any military or usurped power whatever; nor for loss or damage in hay, corn, seed, or other stock, occasioned by its own natural heating; nor for loss or damage by explosion of any kind; nor for loss or damage to any goods from the misapplication of fire heat during any process of manufacture in which fire heat is necessary. And if the Insured shall have or keep at any one time more than twenty pounds of gunpowder on his or her premises, then the policy shall be void, and of no effect. Losses from fire by lightning will be made good.

7. Any person who may suffer loss by fire on property insured with the Company, is forthwith to give notice thereof to the Company, at their Office in Leicester, and as soon as possible after is to deliver in as particular an account of the loss and damage as the circumstances of the case admit, and to make proof of the same, if required, by oath or affirmation, according to the form used by the said Company, and by the production of his or her books of accounts, or such other proper vouchers as may be reasonably required; and if it shall appear that the Insured hath by any means procured, or been privy to the means of procuring, the loss and damage by fire to his or her property, or shall deliver to the Company a wilful mis-statement, or fraudulent estimate, of the said loss or damage, then the policy shall be void, and of no effect.

8. All losses will be paid by the Company without deduction or discount, so soon as the Company shall be satisfied of the justice of the claim; but the Company reserves to itself the right of reinstating, in preference to paying claims in money, if it shall consider it more expedient. And if any dispute or difference shall arise between the Company and the Insured, in respect of any claim for loss, (no fraud being suspected,) the same shall be submitted to two arbitrators, one for the Company and one for the Insured, whose decision, or that of their umpire, shall be final.