

Masham

Mr. John Ellis

FIRE POLICY.

No. 15941-

Sum assured.

£100

First Payment.

From the 25th day of December 1858

To the 24th day of December 1859

Premium £ 8.-

Duty -- 3.-

Policy & Stamp -- 2.-

£ 13.-

THE PROVINCIAL INSURANCE COMPANY

THE ONLY INSURANCE COMPANY ESTABLISHED IN WALES.

CAPITAL

WHOLLY

£200,000.

SUBSCRIBED.



CHIEF OFFICES, High Street, WREXHAM.

LONDON BRANCH, 49, Moorgate Str. City.

Future Payments On the 25th day of December Annually Premium £ 8.- 9 Duty 3.- 3 £ 12/-

Whereas The Executors of the late John Jackson of Tanfield Mill near Bedale in the County of York

have paid the sum of Eight shillings to the Directors of the PROVINCIAL INSURANCE COMPANY, and have agreed to pay the sum of Eight shillings yearly, on the Twenty fifth Day of December during the continuance of this Policy for insuring from Loss or Damage by FIRE, the property hereby described, not exceeding the Sum specified on each Article, namely,

£ Nil On Household Goods and Furniture, Linen, Wearing Apparel, Printed Books, Plate, Wines and Liquors in Private use, in now Dwelling-house and Offices communicating

Nil On Pictures, Prints, and Drawings therein. (No single Picture, Print, or Drawing to be valued at more than £10.)

Nil On China, Glass, Looking Glass Plates, and Earthenware therein.

Nil On Musical and Philosophical Instruments therein.

Nil On Jewels, Watches, Clocks, and Trinkets therein.

Nil On Fixtures therein.

100 On Stock and Utensils in Trade herein including Sacks, Bolting Cloths and all Movable Utensils in their Water Corn Mill On the Building of Stone built and slated situated near West Tanfield in the County of York aforesaid in tenure of the Insured-

Mem. Warranted that there be no Steam Boiler or Flue adjoining to or communicating with said Mill that the same does not contain more than four pairs of Stones and that there be no Outshelling performed therein - It is lighted by Candles and occasionally worked all night.

N.B.-No Fire Stoves or Furnaces in the above-named Premises unless herein mentioned. No Stove or Pipe thereof is allowed to be fixed inside any Building nearer than fourteen inches to any timber or combustible material whatsoever; and all Pipe Stoves must stand on an iron plate or stone slab. No hazardous trade to be carried on unless herein specified and provided for. Further insurances (if any) to be declared in case of loss.

£ 100

Now therefore, know all men by these presents that from the date hereof, and so long as the said assured shall pay or cause to be paid, the yearly sum hereinbefore mentioned, at the time hereinbefore appointed for payment thereof, and the said Company shall accept the same, the said Company shall and will pay or make good out of the Stock and Funds of the said Company to the said Insured, his Executors or Administrators, or to the Assignee or Assignees of the interest of the said Insured under these presents, in whose favour the said Company shall have consented to an assignment thereof, all such Loss or Damage as shall happen by Fire to the Property hereinbefore described, amounting in the whole to no more than the Sum of One hundred pounds according to the tenor of the Terms and Conditions hereupon endorsed, and contained in the Deed of Settlement of the said Company, bearing date the 12th day of April, One Thousand Eight Hundred and Fifty-two.

Provided always, and notwithstanding anything to the contrary herein contained, and notwithstanding the provisions of the Statute for the Regulation of Joint-Stock Companies, it is hereby declared and agreed, that the funds or property of the said Company for the time being shall alone be answerable to any demands under these presents, and that neither the persons whose names are hereunto subscribed, nor any other member of the said Company, shall, upon any account whatsoever, be subject or liable to any action or other proceeding against him or her, or any execution against his or her Lands, Goods, or Person, in respect of these presents, or by reason of any judgment against the said Company; it being a fundamental principle of the said Company, that no Shareholder shall be liable beyond the amount of his or her share or interest in the Capital Stock or Funds of the said Company, upon his or her engagement to pay up the same when called for, and which share is set opposite to his or her signature to the aforesaid Deed of Settlement, establishing the said Company, or mentioned in some other Deed or Instrument referring thereto, and declaring him or her to be a member thereof.

Provided also, and it is hereby further declared and agreed, that the construction of these Presents and the Assurance hereby effected, shall at all times and under all circumstances, be subject to such Conditions and Stipulations as are contained in the printed Conditions of FIRE INSURANCE endorsed hereon, in the same manner as if the same were here actually repeated.

In witness whereof, the said Company have to these Presents set their Common Seal, and three Directors thereof have, pursuant to the aforesaid Statute, passed in the 8th year of the reign of Queen Victoria, intituled "An Act for the Registration, Incorporation, and Regulation of Joint-Stock Companies," signed these Presents for the said Company this twenty fifth day of December in the year of our Lord One Thousand Eight Hundred and Fifty eight.

Examined

J.M. Maurice

Entered

M.H. Williams

Three of the Directors of the Company. Hugh Owen Secretary to the Company.



Conditions.

I.—Every person desirous of effecting an Insurance must state his name, place of abode, and occupation; he must describe the construction of the buildings to be Insured, where situate, and in whose occupation; of what materials the same are respectively composed, and whether occupied as dwelling-houses or otherwise; also the nature of the goods or other property on which such Insurance may be proposed, and the construction of the buildings containing such property, and whether there be any apparatus in or by which heat is produced, other than grates in common fire-places, in any of the said Buildings, or connected therewith.

II.—Every Insurance attended with extra or particular circumstances of risk, arising from the situation, contiguity to other buildings, or construction of the premises, or the nature of the trade carried on, or goods therein, is to be specially mentioned in the order for the Policy, so that the risk may be fairly understood; if not so expressed, or if any misrepresentation be given, so that the Insurance be effected upon a lower premium than would have been charged had such risk been so fairly stated; or if Buildings or Goods be described in the Policy otherwise than they really are; or if, after an Insurance shall have been effected, there shall be any erection or alteration of any apparatus for producing heat as aforesaid; or if any hazardous operation or trade shall be carried on, or any hazardous goods be deposited, or any hazardous communication be made, and the same be not respectively made known to the Office, in writing, the Insured will not be entitled to any benefit under the Policy.

III.—Except in the cases of Policies granted for short periods, the charges for Premium and Duty on Insurances made with this Company are to be calculated from the day on which the same may be effected until the quarter-day then next ensuing, and for one year or for several years from such quarter-day as may be agreed on; and unless the future payments for renewal of such Policies be made at the times limited for their expiration, the Insurance shall cease.

IV.—No Insurance proposed to this Company is to be considered in force until the Premium and Duty be paid, or a deposit actually paid and accepted. No receipts are to be taken for any premiums of Insurance, or deposits, but such as are printed and issued from the Office, and signed by one of the Clerks or Agents of the Office.

V.—The Interest of any deceased person in any Policy of this Company may be continued to the Executor or Administrator respectively, or to the person otherwise entitled to the property insured, provided the person so entitled shall procure his or her interest therein to be endorsed on the Policy at the Office of the Company; and if goods insured be removed to any other situation than where the same were deposited at the time of effecting the Insurance, such removal must be also allowed by endorsement on the Policy, and a premium paid, if the risk be increased by such removal, in proportion to such increase.

VI.—Any persons who shall have effected an Insurance on any dwelling-house or other buildings, and shall change the same to other houses or buildings, may have the benefit of their original Policies, if the nature and circumstances of the risk be not altered upon their giving due notice of such change, at the Office of the

Company, and the same being allowed by endorsement to be made upon the Policy, and signed by the Agent or Secretary.

VII.—Persons insuring property at this Office must give notice of any other Insurance made elsewhere, on the same property, on their behalf, and cause a minute or memorandum of such other Insurance to be endorsed on their Policies; in which case this Company shall be only liable to the payment of a rateable proportion of any loss or damage which may be sustained; and unless such notice be given, the Insured will not be entitled to any benefit under such Policy.

VIII.—Persons choosing to assure for seven years will be charged for six only.

IX.—No loss or damage to be paid on Fire happening by any invasion, foreign enemy, civil commotion, or riot, or any military or usurped power whatever.

X.—Books of Account, Deeds, Notes, Bills, Bonds, and written Securities, Stamps, Money, and Gunpowder, cannot be insured upon any terms.

XI.—Losses by Lightning will be made good by this Company, so far as where either the Buildings or the Effects insured have been actually set on Fire thereby, and burned in consequence thereof. No allowance will be made for any Hay, Corn, Agricultural Produce, or other Property, which may be destroyed or damaged, by its own natural heating, nor for any Goods which may be destroyed or damaged while undergoing any process, in or by which the application of fire-heat is necessary; neither will the Company be responsible for loss or damage by explosion of any kind, except by explosion of Gas.

XII.—All persons insured by this Company sustaining any loss or damage by Fire, are immediately to give notice to the Company, in writing, at their Office, in Wrexham; and within thirty days after such loss or damage has occurred, are to deliver in as particular an account of their loss or damage as the nature of the case will admit of, and make proof of the same by their declaration, if required, and produce such other evidence as the Directors of this Company may reasonably require; and until such account and evidence are produced, the amount of such loss, or any part thereof, shall not be payable or recoverable; and if there appear fraud in the claim made for such loss, or affirming in support thereof, the claimant shall forfeit all benefit under such Policy.

XIII.—Persons insured by this Company, and who may suffer loss, will receive their indemnity without deduction or discount; but in every case of loss the Company will reserve to itself the right of reinstatement, in preference to the payment of claims, if it shall judge the former course to be most expedient.

XIV.—If any difference shall arise with respect to the amount of any claim for loss or damage by Fire, and no fraud suspected, such difference shall be submitted to arbitrators indifferently chosen, whose award, or that of the umpire, shall be conclusive.

ANTHONY DILLON,
Secretary to the Company

