

THE QUEEN INSURANCE COMPANY,



SUM ASSURED.

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CHIEF OFFICE, EXCHANGE, LIVERPOOL.

REGISTERED PURSUANT TO 7 & 8 VICT: CAP: 110.

This Policy of Insurance Witnesseth, That Samuel and James Watts and Co^y of Portland Street Manchester, Merchants.

having paid the sum of Twelve pounds shillings and pence, to the Directors of the QUEEN INSURANCE COMPANY, for the Insurance against Loss or Damage by Fire of the property hereinafter described to the amount hereinafter mentioned, not exceeding upon any one article the sum specified on such article, namely:—

Three Thousand Pounds

*One Merchandise, the assureds own or held by them in trust, or on commission, including all moveable Utensils in their Warehouse, Brick built and Staked, situate in Portland Street of or said
A Wellhole allowed therein - In single tenure only.*

Now Know Ye, That from the Twenty fifth day of December 1858 to the Twenty fifth day of December in the year One Thousand Eight Hundred and Fifty nine, and for so long afterwards as the said Assured shall duly pay or cause to be paid the sum of Twelve pounds shillings and pence, to the said Company, on or before the commencement of each and every succeeding year, and the Directors of the said Company for the time being shall agree thereto by accepting the same, (subject to the conditions endorsed hereon) the Capital, Funds, and Property of the said Company, according to the provisions of the Deed of Settlement thereof and shall be subject and liable to pay, reinstate, or make good to the said Assured, their Executors, or Administrators, all such Loss or Damage as shall happen by Fire to the Property hereinbefore mentioned, not exceeding upon each head of Insurance the sum or sums above mentioned; but it is hereby stipulated and agreed that the Directors signing this Policy, and the other Proprietors or Holders of Shares in the Company, shall not individually in any manner be or by any process made liable to make good any claim or demand whatsoever, under or by virtue of this Policy, further than to pay and contribute to the Capital of the Company the full amount of his or her Shares in such Capital; and that all such claims and demands shall alone be satisfied out of the Capital, Funds, and Property of the Company for the time being.

In Witness whereof, The Common Seal of the said Company having been affixed hereto by order of the Board of Directors of the said Company, we (being two of such Directors) have hereunto set our hands the Second day of February One Thousand Eight Hundred and Fifty nine.

W. Blackup
MANAGER.

J. Stamps
Joseph Hutchins
DIRECTORS.

Examined *W. Chapman*
Entered *AAA*

CONDITIONS WITHIN REFERRED TO, ON WHICH THIS POLICY IS GRANTED.

- I.—Any person desiring to effect an Insurance must state his or her name, address, and occupation, and, if the Insurance be on Buildings, must state where such Buildings are situate, in whose occupation, of what materials they are composed, and whether occupied as Private Dwellings, or how otherwise; if the Insurance be on Goods or other Property, then the nature thereof, and the construction and situation of the Buildings containing the same; and whether the proposed Insurance be on Buildings, Goods, or other Property, in order that the risk may be justly estimated, full information must be given of all Apparatus in any such Buildings, in or by which heat is produced (other than Grates in ordinary fire-places and Ovens for domestic purposes); and if there be any such Apparatus at the time of proposing an Insurance, and the same shall not have been stated and described; or if any such Apparatus shall after the Insurance has been effected be introduced into any Buildings, and the Company shall not have assented thereto by an endorsement hereon, this Policy shall be void and of none effect.
- II.—Every Insurance attended with 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, so that the risk may be properly understood; if not so expressed, or if any misrepresentation be given so that a lower premium than would otherwise have been required, has been charged for such Insurance, or if Buildings or Goods be described in the Policy otherwise than as they really are, or if after an Insurance has been effected, there shall be any erection or alteration, or extension of the Premises so as to increase the risk, 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 severally made known to the Office, in writing, and shall receive the written sanction of the Company, or if the Assured shall neglect or refuse to pay any further Premium which may be demanded, in consequence of such increased risk from any of the aforementioned circumstances, the Insured shall not be entitled to any benefit under this Policy.
- III.—No Insurance proposed to this Company is to be considered in force until the Premium and Duty thereon be actually paid; and persons desiring to continue Annual Insurances must pay the Premium and Duty on or before the commencement of such succeeding year, or within fifteen days thereafter. The printed receipts issued from the Office, and witnessed by one of the Clerks or Agents of the Company will alone be evidence of such payments.
- IV.—Persons who have Insured Property with this Company shall give Notice of any other Insurance already made, or which shall afterwards be made elsewhere on the same Property, so that a memorandum of such other Insurance may be endorsed on the Policy or Policies effected with this Company, otherwise such Policy or Policies will be void; and in case of the Assured holding any other Policy on the same Property, subject to average, then this Policy is declared to be subject to average in like manner. In the event of Insurances with other Companies being in force at the time of any Loss or Damage by Fire happening to the Property Insured by this Policy, then this Company will only be liable to the payment of a reasonable proportion of any Loss or Damage which may be sustained.
- V.—Houses, Buildings, Goods, and Merchandise in trust, or on commission, or on joint account with others, or goods sold, but not delivered or paid for in whole or in part, upon which the party desiring to Insure may have a lien for the price, may be Insured, provided the same are so described and declared at the time of effecting the Insurance, otherwise this Policy will not extend to cover such property.
- VI.—Upon the death of any Person Insured by this Company, his or her Policy and Interest therein may be transferred and assigned to his or her representatives, to whom the property Insured shall belong by endorsement on the Policy; and persons removing their Goods may retain the benefit of their Insurances, provided the nature and circumstances of the risk be not altered, and such removal be allowed by the Company.
- VII.—An Insurance on any Dwelling House or other Buildings may be transferred to cover other Houses or Buildings, if the nature of the risk be not altered, upon giving due notice of such transfer at the Office of the Company, and the same being expressly sanctioned and allowed by endorsement upon the Policy.
- VIII.—This Company will not be answerable for any Loss or Damage by Fire occasioned by any Invasion, Foreign Enemy, Insurrection, Civil Commotion, Riot, or any Military or usurped Power whatsoever, nor for any Loss or Damage by Fire occasioned by Earthquakes or Hurricanes.
- IX.—Watches, Trinkets, Medals, Coins, Sculptures, Curiosities, Jewels, Pictures, Prints, Drawings, Manuscripts, Missals, or other curious or rare Books, Musical, Mathematical, and Philosophical Instruments, China, Glass, Earthenware, and Looking Glasses, are not included in any Policy of this Company, unless actually specified and enumerated therein.
- X.—Books of Accounts, Deeds, Notes, Bills, Bonds, and Written Securities, Stamps, Money, and Gunpowder, cannot be Insured upon any terms.
- XI.—This Company will not be liable for any loss or damage when more than 10lbs. weight of Gunpowder is deposited or kept on the premises, unless the same be specially allowed in the body of the Policy.
- XII.—No allowance will be made for any Hay, Corn, Agricultural Produce, or other Property which may be damaged or destroyed 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 this Company be responsible for any loss or damage by explosion of any kind, except for such as may arise from the explosion of Gas. Losses by lightning will be made good by the Company where the property Insured has been actually set on fire thereby, and burnt in consequence thereof.
- XIII.—Persons Insured sustaining any Loss or Damage by Fire are forthwith to give notice thereof to the Company or its Agents, and within fourteen days thereafter deliver in as particular an account of their Loss or Damage as the nature and circumstances of the case will admit of, and make proof of the same by declaration or affirmation, and by their Books of Accounts, or such other reasonable evidence, as the Company may require; and until such evidence is produced, the amount of such Loss, or any part thereof, shall not be payable or recoverable; and if there appear any fraud or false statement, or that the Fire shall have happened by the procurement, wilful act, means, or connivance of the Insured or Claimants, he, she, or they shall be excluded from all benefit under this Policy.
- XIV.—In every case of loss or damage for which the said Company shall be responsible, the same on being proved and the account adjusted, shall either be paid at once, or the said Company shall have the option, when the Insurance be on Goods, to supply the Insured with the like quantity of goods of the same sort or kind, and of equal value and goodness with those destroyed or damaged by Fire, or where the Insurance be on Houses and Buildings the Company shall have the option, with all convenient speed, to rebuild, or repair, and relute the same, and put them into as good and substantial a condition as they were in immediately before such Fire happened.
- XV.—In case any difference shall arise between the Company and the Insured touching this Policy, or anything herein contained, or any loss or damage, or the amount to be paid in respect thereof, or upon any other question or questions, (except where fraud shall be suspected), such differences shall, in order to secure a speedy settlement thereof, be submitted to the determination of two arbitrators indifferently chosen one by each of the parties in difference, and if either party neglect or decline, after notice in writing from the other party, to appoint an arbitrator, or if such arbitrators do not within a reasonable time after their appointment agree upon and appoint an umpire, or if either or both of such arbitrators or umpire shall die, or decline, or neglect, or discontinue, or become incapable to act in the matters then, and so often as the same shall happen, it shall be lawful for any one of the Judges of Her Majesty's Court of Record at Westminster, upon the application of either party, to nominate and appoint an arbitrator or arbitrators, or umpire respectively, and such Judge shall, if required by either party, settle the terms of submission to arbitration and the powers to be entrusted to such arbitrators or umpire, and the Award of such arbitrators or umpire may be made a Rule of any of such Courts at Westminster.