

Policy.
No. 13891

FIRST PAYMENT.
Received on the Grant of the Policy
For the period from the 25th

of December 1858
To 25th of December 1859
Premium£ : 8 : 9
Duty : 10 : 6
Stamp : 19 : 3



2250

RENEWAL PAYMENT.
To be made every 25th
day of December during the
continuance of the Policy.

Premium£ : 8 : 9
Duty : 10 : 6
Stamp : 19 : 3

SHEFFIELD FIRE INSURANCE OFFICE.

ESTABLISHED 1808.

Whereas, Hannah Heides and Thomas Heides of Pond Hill Sheffield Barhousekeepers

has paid to the Sheffield Fire Office the Sums above stated to have been received for Premium and Duty on the grant of this Policy, and has agreed to pay to the said Office from time to time the Sums above stated to be the Renewal Payments on this Policy at the periods also above stated, for Insurance from Loss or Damage by Fire (not exceeding the Sum or several Sums hereinafter mentioned) of the Property hereinafter described, in the place or places hereinafter particularized, and not elsewhere, unless previously allowed by indorsement on this Policy, that is to say:—

Two hundred pounds on a Public House called the 'Ball' occupied by Samuel Tompney situate in Pop Bank in Sheffield aforesaid

One hundred pounds on a House and Quayside Shop adjoining the above occupied by James [unclear]

Twenty-five pounds on a Colloge in the yard at back occupied by Blackburn

Twenty-five pounds on a Stable adjoining the Colloge

Brick or stone built and tiled or slated

Now be it known, that from the date hereof, so long as such future payments shall be made to the said Office at the time in that behalf above-mentioned, and the Directors of the said Office for the time being shall agree to accept the same, the Capital Stock and Funds of the said Office shall be liable to pay or make good to the Person above Insured, or to the Heirs, Executors, or Administrators, and also (if this Policy be assigned with the consent of the said Directors) to the Assigns of the said Insured, all such Loss or Damage as the said Insured, or the Heirs, Executors, Administrators, or Assigns of the said Insured shall suffer by Fire, on the Property hereinbefore mentioned, the Sum or respective Sums of Money hereinbefore mentioned, amounting to no more on any of the different Properties above-described than the Sum for which they are respectively particularized as Insured, and amounting to no more in the whole than the Sum of Three hundred and fifty pounds

Provided always, and it is hereby expressly agreed and declared, and the true intent and meaning hereof is, that the Capital Stock and Funds of the said Office for the time being remaining unapplied and undisposed of, shall alone be answerable to the demands of the said Insured, or to the Heirs, Executors, Administrators, or Assigns of the said Insured under this Policy. And that the Members of the said Office shall not, nor shall any of them, upon any account whatever, be subject or liable, directly or indirectly, further or otherwise than to the extent of their respective Shares in the Capital Stock or Funds of the said Office.

And Provided also, and it is hereby further agreed and declared, that this Assurance shall at all times and under all circumstances be subject to the Conditions printed on the back of these presents, which form part thereof. And this Assurance shall become void under any of the events or circumstances therein specified as making void any Policy granted by the said Office, and all Sum or Sums of Money paid in respect of this Policy shall become forfeited to the use of the Office. In Witness whereof we, (Three Directors of the said Office,) have hereunto set our Hands and Seals this twelfth day of January in the year of our Lord One Thousand Eight Hundred and Fifty nine

Signed, Sealed, and delivered
in the presence of
Charles [unclear]

Examined, John [unclear]

John Booth (LS)

Samuel Mitchell (LS)

Francis White (LS)

THE CONDITIONS REFERRED TO BY THE WITHIN POLICY.

1. This Policy is declared to be the Contract between the parties, and as the party making the Insurance is presumed to be well acquainted with the circumstances and proper description of his premises, goods, and property, it is expected that he shall read his Policy, and also the Conditions endorsed thereon, and if the said Policy be incorrect, or not in conformity with his intentions, shall forthwith return it to the Office for correction, and every kind of risk, not allowed in the within Policy or by endorsement thereon by the Office or one of its Agents, is hereby disallowed.
2. On the application for any Insurance which shall be attended with any particular circumstances or risk, arising from the situation or construction of the premises, or of the goods therein, or from any communication therewith, or from such premises not having entire party walls, or from the nature of the trade carried on therein, or in the adjoining premises, or from any other cause, such circumstances, so far as the same may be known to the party purposing to effect such Insurance are to be stated, so that the risk may be fairly understood, and that such circumstances or risk may be set forth in or upon the Policy. If not so set forth, or if there be any misrepresentation so that the Insurance be effected upon a lower premium than ought to be paid; or if buildings, goods, or property, be described in the Policy otherwise than as they really are, or, if after an Insurance shall have been effected, the risk shall be increased by the erection of any stove, the carrying on of any hazardous operation or trade, the deposit of any hazardous goods, or the making of any hazardous communication, or any other alteration in the premises mentioned in such Policy, or the adjoining premises, or the operation in either of such premises which shall effect the risk, and the same be not duly made known at and allowed by the Office, the Insurance shall be void.
3. No Insurance effected with, or proposed to this Office, shall be in force until the premium and duty be actually paid.
4. Excepting in the cases of Policies granted for shorter periods than a year, the charges for premium and duty are to be calculated from the day on which the Insurance may be effected until the end of one year, or several years (as the case may be) from the quarter day then next ensuing, and unless the future payments for renewal of all Annual Policies be made within 15 days of the stipulated time, the Insurance shall cease. Policies for short periods expire at 6 o'clock in the evening on the last day of the Term for which such Policies are granted.
5. No receipts are to be taken for any premiums or duty but such as are printed and issued by the Company or its Agents.
6. If Property insured should pass by death, assignment, or otherwise, in order that the interest in the Policy may be preserved to the party to whom such property may so pass, such Transfer of Interest must be notified to the Office, and be allowed by endorsement on the Policy; and if goods insured be removed into other premises than those mentioned in the Policy, such removal must be allowed by endorsement on the Policy; and in all cases where such endorsements are not regularly applied for and made, the Policy shall be void.
7. Persons insuring property in this Office must give notice of any other Insurance effected elsewhere on their behalf on the same, whether previous or subsequent to that made in this Office, and cause such other Insurance to be noticed in or endorsed on their Policies, and in case of endorsement the same to be signed by the Secretary of this Office or some Director, and this Office shall be liable only to the payment of a rateable proportion of any loss or damage which may be sustained; and unless information of such other Insurance or Insurances be given and noticed in, or endorsed on the Policy as aforesaid, the Insurance in this Office shall be void.
8. Goods held in Trust or on Commission are to be insured as such, otherwise the Policy will, so far as regards such goods, be void.
9. Jewels, medals, curiosities, pictures, paintings, drawings, sculptures, musical instruments, china, and glass, are not included in any Insurance, unless they are specified in the Policy. No larger sum than £10 is insured upon any one print or picture unless a valued catalogue shall have been given in and agreed to, and notice thereof taken in the Policy. Books of account, deeds, notes, bills, bonds and written securities, stamps, tallies, money, and gunpowder are not insured.
10. No loss or damage by Fire will be made good which is occasioned by any invasion, foreign enemy, civil commotion, riot, earthquake, or any military or usurped power whatever.
11. No person is insured in this Office against loss arising on implements or goods damaged or destroyed while undergoing any process in which the application of heat is necessary, nor against losses arising on hay, corn, or other property destroyed or damaged by its own natural heating; but loss by Fire from lightning will be made good.
12. No loss or damage arising from the explosion of gunpowder, fireworks, or other combustible articles, will be made good, unless specially mentioned in the Policy.
13. All persons insured in this Office sustaining any loss or damage by Fire, are forthwith to give notice thereof, in Sheffield, or to the Agent of the Office nearest the town or place where the damage happens, and immediately deliver in as particular an account of the loss or damage as the nature of the case will admit, estimating the value according to the actual state of the property at the time of the Fire, and make proof of the same by their declaration or affirmation, and by their books of account, or other proper vouchers, or otherwise, as shall be reasonably required by the Office, and shall procure a certificate under the hands of the minister and churchwardens of the parish, township, or place in which such Fire shall happen, to the satisfaction of the Office, importing that they do know or verily believe that the insured really, and by misfortune, and without any kind of fraud or evil practice, has or have sustained by such Fire, loss and damage to the amount in such certificate mentioned.
14. If any wilful concealment, collusion, misrepresentation, or false statement, shall on any occasion be made, or attempted by the party Insured, or with his or her privy, with intent to deceive or defraud this Office, whether before the granting of the Policy or afterwards, or if no claim shall be made for the space of three calendar months after any Fire, or after the production of any such Certificate as is mentioned in Condition 13, be not delivered within that time, or if any repairs shall have been begun before Notice is given as mentioned in the said Condition 13, the Policy shall be void.
15. In every case of Fire, it shall be in the option of the Office to reinstate or replace the goods, property, or premises, by rebuilding, repairing, or restoring the premises, or replacing or restoring the goods or other property. If after making such reinstatement a difference shall arise as to the completeness and sufficiency thereof, it shall be referred to a person to be named by both parties, or to two Arbitrators, to be mutually named by the respective parties to determine whether anything, and what further is requisite or proper to be done by the Office, in order to make the reinstatement and restoration complete, but such Arbitrators shall not enter on their arbitration till they have named an Umpire, who shall have power to determine any matters on which the Arbitrators may disagree, and the determination of such Referee, Arbitrator, or Umpire, as the case may be, shall be conclusive on both parties. If the Office shall determine not to reinstate, but to pay the amount of loss or damage in money, and any difference shall arise between the parties as to the amount to be so paid, such amount shall be ascertained by a like reference, arbitration, or umpirage, as hereinbefore is provided, and the amount to be fixed by the Referee, Arbitrators, or Umpire, as the case may be, shall be paid by the Office, and accepted in full by the party claiming.

CHARLES ESAM,

SECRETARY.

Sheffield Fire Office.

Policy No. 13890

Payable at

Christmas

Annually.

Read this Policy, and the conditions endorsed thereon,
and if not filled up correctly, or in any other respect not
according to your intention, return the same to the Office
for alteration.



46 - Money
1866
Wm. D. G. G. G.