

# LONDON AND GENERAL Plate Glass Insurance Company.

**PRESENT PAYMENT.**

Received on the Grant of this Policy.

From Midsummer 1866  
 To Midsummer 1867  
 Premium. £ 13: 6  
 Odd Time  
 Duty

£ 13: 3

56, LUDGATE HILL.  
 LONDON, E.C.

INCORPORATED BY ACT OF PARLIAMENT, 7 & 8 VIC.

No. 45144

**ANNUAL PAYMENT**

To be made

At Midsummer  
 Premium £ 13: 6



**Whereas** W. Theobald, High Street Kingland  
Gusche

having paid the sum stated in this Policy to the LONDON AND GENERAL PLATE GLASS INSURANCE COMPANY, and agreed to pay or cause to be paid to them at their Office the sum stated as above, as the Annual Payment, and which is to be paid on the 24 day of June yearly, during the continuance of this Policy, for Insurance from Accident, Breakage, or Destruction, by or from any cause whatever (unless the same shall arise from Explosion, Fire or Gas Light, Civil Commotion or Tumult, Queen's Enemies, Breakage during Removal or Repairs, Alteration or Settlement of Premises), the property hereinafter described, subject nevertheless to the conditions printed on the back of this Policy.

Eight Squares of plate Glass Five of which are embossed  
Five lettered plates in facia One of which is bent

*As described in the Proposal lodged in this Office. None of the aforesaid Glass being horizontally placed or moveable.*

Now know ye, that from the date of these presents, and so long as the said insured shall pay or cause to be paid the said sum at the times and place aforesaid, and the Directors of the said Company for the time being shall agree to accept the same, the Stock and Funds of the said Company shall be subject and liable to pay and make good to the said Insured his, her or their heirs, executors, administrators and assigns, all such damage and loss which the said Insured shall suffer on or in respect of, or which shall happen to the said property hereinbefore mentioned and described by or from any cause whatever, saving the exceptions specified, according to the exact tenor of the printed conditions endorsed on this Policy.

Provided always, and it is hereby expressly declared, that the proposal in all its detail shall form the basis of the Contract between the Assured and the Company, and further that the Funds and Property of the Company shall alone be answerable for the payment of the monies assured by this Policy; and that no Director of the Company by whom this Policy is signed, nor any other Proprietor of the Company shall be responsible for the payment of or contribution towards the monies assured by this Policy, or be liable to any demand against the Company on any pretence whatsoever beyond the amount of the unpaid part, for the time being, of his or her Shares in the subscribed Capital of the Company; and that no person assured by the Company shall be liable to any demand against the Company on any pretence whatsoever.

In Witness Whereof the Common Seal of the said Company is by order of the Board of Directors hereunto affixed, and the undersigned being two of the Directors of the said Company, have hereunto set their hands this Second day of August 1866

Examined

Entered

Agency

Name

*[Handwritten signatures and initials]*

*[Handwritten signatures: W. Theobald, J. Salowin]*

Directors.

## Conditions of Insurance.

I. The premiums to be paid for insurance (except in case of special Policies, granted for short terms) are to be calculated to the quarter day next ensuing the payment, and from thence for one year; and all persons desirous of continuing their insurance shall, as long as the Directors of the Company agree thereto, make their future payment annually at the Office, or to some known agent of the Company within fifteen days after the expiration of the year, or forfeit the benefit of the Policy. On insurances for short terms the premium will be as moderate as possible and only a proportionate part of the premium charged; but in such instances these insurances will terminate at four o'clock in the evening of the day specified in the Policy, without any allowance of fifteen days; and no payment of any renewal premium shall be valid and binding upon the Company, until a printed Office receipt, issued from the Chief Office, 32 Ludgate Hill, London, under the hands of some person duly authorized by the Directors, shall be given for the same.

II. In cases of loss or damage, notice thereof in writing must be given immediately, or, at the latest, within SEVEN DAYS of the happening thereof, to the Secretary, at the Chief Office, Ludgate Hill, London, or to some known agent of the Company; and the claimant must set forth the number of the Policy, the extent and cause of the damage sustained, and in default of such notice and account, the Company shall not be liable for such loss or damage; and before payment of any sum under this Policy shall be made, proof, satisfactory to the Directors, must be furnished that such sum shall have become payable.

III. In the event of any portion of the within-mentioned glass being replaced at the expense of the Company, a proportionate premium to the expiration of the then current year must be paid on such replaced glass, or, in the event of its being broken in the interim, the Company will not be liable for the damage.

IV. In case any person who shall have effected any Policy with the Company shall by himself or herself, or his or her agents or procurements, wilfully or knowingly break, destroy, or damage the property so insured, or any part thereof, or wilfully or knowingly be present in, or connive at any act, matter, or thing whereby or by means whereof the same may or shall be broken, damaged, or destroyed as aforesaid, then, and in any such case, such Policy and all payments made in respect thereof shall be absolutely forfeited to the Company, unless such Policy shall have been assigned bona fide and for a valuable consideration to a party not cognizant of or implicated in the fraud, as the case may be; and notice of such assignment shall have been given to the Secretary of the Company at least one calendar month before such loss or damage; in which case only such Policy shall be valid to the extent of the interest of the assignee therein; and if any of the property insured shall be broken, damaged, or destroyed, by or through the act, negligence, or default of any person, or persons, or his or their servants, or agents, or by or through his or their animals, then and in every such case the assured, or other the party or parties holding or entitled to the benefit of the Policy in respect of the property so broken, damaged or destroyed, shall, if required by the Secretary or Agent of the Company, give all the information in his or their power, as to the name and address of such person or such persons, servants, or agents, and of the witnesses to the breaking, damaging, or destroying any of the property insured, and as to the circumstances under which the property may have been so broken, damaged, or destroyed; and shall, as the request of the Secretary or Agent, and expense of the Company, prosecute according to the criminal law, or shall upon a request being made as aforesaid issue process in his or her name in any of the ordinary courts of law to recover the amount of damage sustained to property, by this Policy insured against; any person or persons, who shall have knowingly, wilfully, negligently or otherwise broken, damaged or destroyed any of the property insured, and the directors are hereby empowered, at the expense of the Company, to take any proceedings in any County Court or Sheriff's Court, in the name of the assured, or other the party or parties holding or entitled to the benefit of the Policy, against any person or persons who shall have broken, damaged, or destroyed any of the property insured for the recovery of damages, and the said assured, or other the party or parties holding or entitled to the benefit of the Policy, shall when required, on payment of his or her actual expenses attend any court to give evidence in support of such proceedings, and shall do no act to delay, pervert, or defeat such proceedings.

V. That in the event of any loss, damage, or destruction occurring to any property insured by the Company, it shall be at the absolute option and discretion of the Directors of the Company either to pay to the person or persons holding the Policy or Policies in respect of the property damaged or destroyed, the amount of such damage insured by such Policy or Policies, less the value of the salvage (if any) or at the expense and out of the funds of the Company, to repair and to put the same to good with glass of a similar quality such damage or destruction as soon as the same can be equitably reinstated, allowing fair and reasonable time for such investigation into the cause of breakage, and the Company's liability under this Policy as may be requisite.

VI. If any alteration shall be made, or change, or other event shall occur in or about or in anywise relating to any property assured by

the Company against loss or damage at any time after such assurance shall have been effected, so as to increase the risk or hazard of such loss or damage, it shall be the duty of the person or persons who either originally or by assignment shall be entitled to such assurance to forward this Policy, and notice of the fact, nature, and extent of such risk within fourteen days to the Secretary, at the Chief Office of the Company; and the Directors shall thereupon be entitled to make such alterations in the terms of such Policy, and endorse the same thereon, as they shall under the circumstances of the case think fit; and in case any such person or persons so entitled as aforesaid shall within such period of fourteen days, or until a breakage shall happen, neglect or omit to forward his Policy and such notice, or shall after leaving such notice refused to concur in the alterations in the terms of the Policy consented thereupon, which shall be proposed by the Directors, such Policy and all payments in respect thereof, shall be absolutely forfeited to the Company.

VII. Notice in writing of every assignment of every Policy which shall be granted by the Company, signed by the assignor or his agent or solicitor, shall be left at the Company's Chief Office within one calendar month of the date of the assignment, and unless such notice be so left, the assignment shall not be in any way recognized by or be binding on the Company; and in no case shall the Company be bound to enquire into the loss or consideration of any such assignment, or take notice of or be affected by any joint tenancy, or tenancy in common or trust, or equitable or reversionary interest in any Policy, but the person effecting the Policy, or his or her assigns, in manner aforesaid, or on the production of the probate or letters of administration, the personal representative of such person or assignee, and no other person, shall be entitled on proof aforesaid, to receive the monies insured by such Policy.

VIII. If this Policy has been obtained, or shall be renewed through any misrepresentation, suppression, or concealment, or if any claim for payment, or statement to the Directors in respect of the same there shall be any false or fraudulent misstatement, suppression or concealment, then this Policy and any renewal thereof, shall be void, and all premiums and other moneys which shall have been paid to the Company in respect of this Policy shall in the event of the same becoming void, be absolutely forfeited to the Company, and all claims in respect of this Policy shall, in such event, cease and be void according to all intents and purposes.

IX. Frames of any and every description stand at the risk of the Insured; and all mintage to be preserved, the same being the property of the Company. The Directors will not, except by special agreement, replace silver or embossed glass, bent glass, or glass in any way ornamented, but as plain plate glass; and in case fixtures have to be removed to replace glass, or any repairs of any kind required, the expense of removing the same, and of such repairs, to be borne by the insured, and the Company will not take steps to replace glass until the said repairs have been done so as to enable them effectually to do so.

X. When the property is insured in another Office, this Company shall only be liable to pay a rateable proportion of any damage with such other Office.

XI. If any alteration shall be made, or change, or other event shall occur in or about or in anywise relating to any property assured by the Company against loss or damage at any time after such assurance shall have been effected, so as to increase the risk or hazard of such loss or damage, it shall be the duty of the person or persons who either originally or by assignment shall be entitled to such assurance, to forward this Policy, and notice of the fact, nature, and extent of such risk, within fourteen days to the Secretary, at the Chief Office of the Company, and the Directors shall thereupon be entitled to make such alterations in the terms of such Policy, and endorse the same thereon, as they shall under the circumstances of the case think fit; and in case any such person or persons so entitled as aforesaid, shall within such period of fourteen days, or until a breakage shall happen, neglect or omit to forward his Policy and such notice, or shall after leaving such notice, refuse to concur in the alterations in the terms of the Policy consented thereupon, which shall be proposed by the Directors, such Policy, and all payments made in respect thereof, shall be absolutely forfeited.

XII. In case any difference of opinion shall arise touching the amount of any claim under this policy, the same shall be referred to the arbitration of two persons, one to be chosen by the Directors of the Company and the other by the claimant or their umpire, to be chosen before such two persons proceed to arbitrate; and should they not be able to agree upon an umpire, the Associate for the time being of the Court of Queen's Bench, shall, on request in writing of either of the said arbitrators, be at liberty to appoint an umpire; and all expenses of reference shall be subject to the decision of such arbitration, and the award made is to be taken as a final settlement of the question, and shall be binding and conclusive both upon the Company and the Assured, and may be made a rule of court; and in case of any suit upon this Policy, the Assured, or his, or her, or their assigns, shall not at the trial be at liberty to enter into the question of amount of the claim, but shall be determined by the Directors or by reference, as hereinafore directed, and the only question to be tried shall be the right to recover.

You are requested to read this Policy and the Conditions endorsed thereon, as unless the same are complied with the Company will not be liable for breakage.