

FIRE POLICY.

No. 2914

SUM INSURED.

£ 300

# City and County Assurance Company, Limited



PRESENT PAYMENT.

Premium ... £ 15-  
 Duty at 3/100 £ \_\_\_\_\_  
 Duty at 1/6% £ \_\_\_\_\_  
 Policy ... .. £ \_\_\_\_\_  
 Total £ 15/-

OFFICES:

21, NEW BRIDGE STREET, BLACKFRIARS,  
LONDON.

FUTURE PAYMENT.

Premium ... £ 15-  
 Duty at 3/100 £ \_\_\_\_\_  
 Duty at 1/6% £ \_\_\_\_\_  
 Total £ 15/-

Whereas, William French of Beddington in the County of Oxford. Farmer.

having paid to the CITY AND COUNTY ASSURANCE COMPANY, LIMITED, the sum stated in the margin, as the Premium and Duty on the Sum Insured by this Policy to the Twenty ninth day of September 1865 and having agreed to pay to them the Annual Sum stated in the margin, at the term aforesaid, during the continuance of this Policy, for Insurance against loss or damage by Fire.

*On Agricultural Produce and on other Dead Farming Stock & Implements & Utensils of Husbandry on his Farm consisting of about 41 acres of Arable & 4 acres of Pasture situate in the Parish of Beddington only in the County of Oxford*

£300

*Liberty to use a Portable Mowing Machine*

*Remo'd in the Law Court  
in 1869*

Now this Policy of Assurance Witnesseth, that from the Twenty ninth day of September in the year of our Lord One thousand eight hundred and sixty four, and for so long afterwards as the said Assured, his heirs, executors, or administrators shall, from time to time, pay the said annual sum aforesaid, at the time aforesaid, to the Company, and the Company shall agree thereto by accepting the same; the funds and property of the said Company shall, subject to the conditions and stipulations endorsed hereon, and which constitute the basis of this Insurance, and also subject to the provisions in the Articles of the Association of the Company, which provide that the premiums and other monies received in respect of the life department shall not be subject to claims in respect of the fire and other departments, be subject and liable to pay, reinstate, or make good to the said Assured, his heirs, executors, or administrators, such loss or damage as shall be occasioned by Fire to the property above mentioned, and hereby insured, not exceeding in each case respectively the sum or sums hereinbefore severally specified and stated against each property.

In Witness whereof, the said Company have hereunto affixed their Common Seal, and we, three of the Directors of the Company have hereunto affixed our hands this third day of October in the year of our Lord One thousand eight hundred and sixty four

EXAMINED

ENTERED

AGENT A. Churchill Esq  
Beddington

MANAGER

Wm Lupton  
L. W. Poole  
W. J. ...  
 LIMITED

THE CONDITIONS REFERRED TO IN THE WITHIN POLICY.

- I. Every person effecting an Insurance must state his name, place of abode, and occupation, and describe the construction of Buildings to be Insured, where situate, and in whose occupation, of what Materials the same are respectively composed, and whether occupied as private dwellings 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 if any Trade, Business, or Manufacture be carried on, or any Stove or other Implement in or whereby heat is produced (common fire-places for domestic use excepted) be used in the Buildings proposed to be Insured, or containing the goods proposed to be Insured, the nature of the Trade or Business or of the process of Manufacture, or of such stove or other implement of heat must be described. And if there be any misrepresentation or omission so that the Insurance be effected upon a lower Premium than ought to be paid, or if Buildings or Goods be described in the Policy otherwise than as they really are, or if after an Insurance shall have been effected any alteration be made in the state of the Buildings Insured, or where Goods Insured may have been or may be deposited, or in the process of Manufacture carried on in any of such Buildings, or the Risk shall have been increased by the erection or alteration of any Stove, Steam Engine, Furnace, Kila, Cookle Oven, or other implement, in or whereby heat is produced (common fire-places for domestic use excepted), or by the carrying on of any hazardous Trade, operation, or process, or the deposit of any hazardous Goods in any such Buildings, or if any hazardous communication be made in any such Building or otherwise, due notice thereof in writing must be given to the Office, and such additional Premium paid as may be required by the said Company; if the hazard be increased and until such notice be given and increased Premium paid, if required, the Insured will not be entitled to any benefit under the Policy.
- II. Every Insurance attended with any particular circumstances of Risk arising from the situation or construction of the premises proposed to be Insured, or containing the Goods proposed to be Insured, or from the nature of the Trade or Business or Process of Manufacture carried on in such Premises or of the Goods deposited therein or otherwise, must be specially mentioned in writing in the order given for the Policy so that the Risk may be fairly understood; if not so expressed the Policy will be void, and Goods held in Trust or on Commission are to be Insured, as such otherwise the Policy will not extend to cover such Property.
- III. Except in the case 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 Risk commences 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 upon default in any of the payments for renewal of any Policy at the times respectively limited for that purpose, the Insurance on such Policy shall cease. And no risk upon any Insurance proposed to this Society is to be considered as having commenced until the Premium and Duty or a Deposit on account thereof be actually paid; and no Receipt for any Premium of Insurance or Deposit will be recognised except such as purport on the face thereof to be printed and issued from the Office, and are witnessed by one of the Clerks or Agents of the Company.
- IV. The Interest of any Deceased Person in any Policy of this Society may be continued to the Executor or Administrator, or to any other person becoming entitled to the property insured, provided such Executor, Administrator, or other person 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 also be allowed by endorsement on the Policy, and if the Risk be increased by the removal a Premium paid in proportion to such increase, otherwise the Insured will not be entitled to any benefit under the Policy.
- V. Any person 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 their 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.
- VI. Where Loss of Rent is intended to be covered by the sum Insured, the amount must be specified on the policy. Account books, bank notes, bills, bonds, deeds, and other written securities, stamps, money, and gunpowder cannot be covered on any terms.
- VII. Persons Insuring Property at this Office must give notice of any other Insurance which at the time of their so Insuring may have been, or which may at any time afterwards be, effected elsewhere on the same Property by them, or on their behalf, and cause a minute or memorandum of such other Insurance to be endorsed on their Policies, and whenever such Insurance elsewhere shall have been effected on the same property, this Company shall be liable to the payment only of a rateable proportion of any loss or damage which may be sustained, 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.
- VIII. Losses by lightning will be made good by this Company, as far as where either the buildings or the effects assured have been actually set on fire thereby, and burnt 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, except for such loss or damage as shall arise from explosion by gas. 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.
- IX. All persons insured by this Company sustaining any loss or damage by Fire, are forthwith to give notice to the Company at their registered office, for the time being, in London, and as soon as possible after to deliver in as particular an account of their loss or damage as the nature of the case will admit, and make proof of such loss or damage, and of the amount thereof, by their solemn declaration, and by their books of account, and such other proper vouchers as the Directors of this Company may reasonably require, and until such vouchers and solemn declaration 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 false declaration in support thereof, or if any fire through which any loss or damage insured against by the Policy may arise, shall have been occasioned by the procurement, or by the wilful act, means, or contrivance of the Insured or Claimants, he or they shall be excluded from all benefit under this Policy.
- X. Persons insured with this Society and who may suffer loss will receive their indemnity without deduction or discount, but in every loss the Company will reserve to itself the right of reinstatement in preference to the payment of claims, if it shall judge that course to be the more expedient.
- XI. The sum (if any) to be paid by the Company, or to be laid out in reinstatement in respect of any claim under this Policy, shall, in the first place, be settled by the Directors of the Company, and if the Claimant agrees to accept such sum in full satisfaction of his Claim, he shall be entitled to demand and sue for the same so soon as the amount to be paid has been so ascertained and settled, but not before, unless the Directors shall not have settled such amount for the space of two months after the Claim shall have been made in writing, and such vouchers and declaration produced in manner prescribed by the Conditions, and if any differences shall arise between the Directors and the Claimant, touching any Claim under this Policy the same shall be referred to the arbitration of some persons to be agreed upon by the Directors of the Company and the Claimant, and in case of their not agreeing upon any person, such differences shall be referred in the usual manner to the arbitration of two arbitrators to be named by the Directors and the other by the Claimant, with power to such arbitrators to appoint an umpire in case of dispute, and should they not be able to agree upon an umpire, the Secretary, for the time being, of the Master of the Rolls shall, on request in writing of either of the said arbitrators, be at liberty to appoint an umpire, and in all cases where arbitration is resorted to, the settlement of the Directors is to be rescinded, and the statement begun *de novo*, and the Costs and Charges of the reference shall be in the discretion of the Arbitrators or Arbitrator, or umpire, provided always, (and it is hereby expressly declared to be a part of the contract between the assured and the Company) that no claimant who refuses to accept the amount of any loss as settled by the Directors of the Company in full satisfaction of such loss shall be entitled to maintain any action at law, or suit in equity on his Policy, until the matter in dispute shall have been referred to and decided by arbitration appointed as hereinbefore specified, and then only for such sum as the said Arbitrators shall award, and the obtaining the decision of such Arbitration on the matters and claims in dispute, is hereby declared to be a condition precedent to the right of any Claimant to maintain any such action or suit.