

# ETNA INSURANCE COMPANY LIMITED



Sum Insured £4,000

**REGISTERED**

Policy No 1008

Dublin:

46 and 47, UPPER SACKVILLE-STREET.

London:

4, ARTHUR-STREET EAST, KING WILLIAM-STREET, E.C.

London Office

**PRESENT PAYMENT.**

PREMIUM, £ 48 : : :  
 DUTY, . 18 : : :  
 TOTAL, £ 66 : : :

**FUTURE PAYMENT.**

PREMIUM, £ 48 : : :  
 DUTY, . 18 : : :  
 TOTAL, £ 66 : : :

This Policy of Insurance Witnesseth, That Howell James & Co  
 of Nos 5, 7 & 9 Regent Street London Drapers & Silk Mercers

having paid the sum of forty eight pounds, sterling shillings, and  
 pence, to the Directors of the ETNA INSURANCE COMPANY, LIMITED, 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:—

On Stock only, their own, in trust, or on commission in  
their premises situate No 11 Regent Street London; the lower part of same  
being occupied by a Wine Merchant. Brick Built.

On Pictures utensils and fittings in trade including Plate Glass  
and Glass utensils in their premises situate at Nos. 5, 7 & 9 Regent Street  
all connecting. Brick built.

Memorandum. No 9 communicates with No 11 Regent Street by a single  
 iron door on the basement; by two single iron doors on the 1st floor, and by a  
 single iron door on the 2nd floor. Two Stoves with descending flues in No 9 Regent St.  
 A stove for heating water apparatus securely fixed for warming shops Nos 7 & 9 and a  
 gas stove for cooking in the kitchen are hereby allowed. Sums insured in other  
 offices to be declared in event of loss. The above are insured subject to conditions of

Now Know Ye, That from the twenty fourth day of June 1866, to  
 the twenty fourth day of June in the year One Thousand Eight  
 Hundred and seventy three and for so long thereafter as the said Assured shall duly pay or cause to be  
 paid the sum of forty eight pounds, sterling 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, the Capital,  
 Funds, and Property of the said Company (subject to the Provisions of the Articles of Association, and the conditions endorsed  
 hereon), shall be subject and liable to pay, reinstate, or make good to the said Assured, his, her, or 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 expressly stipulated and agreed that the Capital, Stock, and Funds  
 of the said Company, shall alone be liable to and answerable for any claims or demands under this Policy, and that neither the  
 Directors signing this Policy, nor any other Proprietor or Holder of Shares in the said Company, shall individually in any manner  
 be or by any process of Law or Equity made liable to make good any such claims or demands, beyond his, her, or their unpaid  
 Subscription to the Capital Stock of the Company.

In Witness whereof, The Common Seal of the said Company has been affixed hereto, by order of the Board of Directors of the  
 said Company, and we have hereunto set our hands the twenty sixth day of June One Thousand  
 Eight Hundred and Sixty six

Henry Wood Secretary  
 MANAGER

Henry Wood

Henry J. Maple

Examined Wm Ormrod  
 Entered no.  
 Register Folio



J. A. G. Gandiano Agent  
W. Rangell Torrey  
St. Peter's Idlington St.

Average clause exempted

*Mem: The interest in this Policy is now incumbered to the value of £10000 John Barr,  
 3 Buxton Terrace, and James Melley, Trading under the style of Correll James & Co  
 Limited in the Office Books  
 this 23rd day of April 1869 J. Thompson*

*all done  
 June 1008*

**Conditions (within Referred to on which this Policy is Granted.**

- I. PROPOSALS FOR INSURANCE:—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. NATURE OF RISK:—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 especially 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 not 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. PAYMENT OF PREMIUM AND DUTY:—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 each 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. OTHER INSURANCES ON SAME PROPERTY:—Persons who have Insured Property with this Company shall, if required, 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 entered on the Policy or Policies effected with this Company, otherwise this 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 rateable proportion of any Loss or Damage which may be sustained.
- V. PROPERTY IN TRUST:—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 they are described and declared at the time of effecting the Insurance; otherwise this Policy will not extend to cover such Property.
- VI. TRANSFER OF INSURANCE:—The terms of any person insuring under this Policy shall be subject to the conditions and provisions hereon substituted and continued to his or her representatives, to whom the Property insured shall belong, by endorsement of the Policy, made and entered at the Office of the Company.
- VII. REMOVAL OF PROPERTY:—An Insurance on any Dwelling House or other Buildings, may be transferred to other Houses or Buildings, and persons removing their Goods may retain the benefit of their Insurances, 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 on the Policy.
- VIII. RISKS NOT COVERED:—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 and Hurricanes. Neither will any allowance be made for Hay, Corn, Agricultural Produce, or other Property which may be damaged or destroyed by its own natural heating, nor for Goods while undergoing any process in or by which the application of Fire heat is necessary, which may be damaged or destroyed in consequence of the mis-application of such Fire heat.
- IX. ARTICLES OF VALUE:—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 (except when Insured under the term "Household and Personal Property of every description in the private use of the Assured") unless actually specified and enumerated therein.
- X. UNINSURABLE ARTICLES:—Books of Accounts, Deeds, Notes, Bills, Bonds, and Written Securities, Stamps, Money, and Gunpowder, cannot be Insured upon any terms.
- XI. GUNPOWDER:—This Company will not be liable for any Loss or Damage, when more than Ten pounds weight of Gunpowder is deposited or kept on the Premises, unless the same be specially allowed in the Policy.
- XII. DAMAGE BY EXPLOSIONS AND LIGHTNING:—This Company will not 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. STATEMENT OF CLAIM:—Persons Insured sustaining any Loss or Damage by Fire, are forthwith to give notice thereof to the Company or the Agent through whom the Policy was effected, 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, together with the testimony of Witnesses, 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, or means or connivance of the Insured or Claimants, he, she, or they, shall be excluded from all benefit under this Policy. All Disputes which cannot be settled otherwise, to be submitted to Arbitration, pursuant to the 116th Article of Association of this Company.
- XIV. SETTLEMENT OF LOSS:—In every case of Loss or Damage for which the said Company shall be responsible, he, 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 or Buildings, the Company shall have the option, with all convenient speed, to rebuild or repair and reinstatement the same, and put them into as good and substantial a condition as they were immediately before such Fire happened.

N.B.—For your own protection, you are particularly desired to read your Policy, and, if incorrect, to return it for alteration; also if you have other Insurances in force on the same Property, to see that all the Policies describe it in similar terms.



*Done in Stock No 11  
 1000 on 5/1/19  
 June 6 from 1878*