

FIRE POLICY.

SUM INSURED.

N^o. 24246

£3000

PREMIUM, £ 7:10: "
DUTY, 2:5: "

PREMIUM, £ 7:10: "
DUTY, 2:5: "

PRESENT PAYMENT
TO Michaelmas, 1865, £ 9:15: "

ANNUAL PAYMENT
AT Michaelmas } £ 9-15- "



THE SCOTTISH NATIONAL INSURANCE COMPANY.

Incorporated by Special Act of Parliament, 22 & 23 Victoria, Cap. 49.

Whereas Mess^{rs} Samuel and James Watts and Company, General Warehousemen, Portland Street Manchester.

Having paid the Sum stated in the Margin to the SCOTTISH NATIONAL INSURANCE COMPANY, being the Premium and Duty on the Sum Insured by this Policy, to the term of Michaelmas Eighteen hundred and sixty-six for Insuring against Loss or Damage by Fire the Property hereinafter described, to the amount or respective amounts hereinafter specified, not exceeding in all the Sum of Three thousand Pounds Sterling—namely, Merchandise, the Assured's own or held by them in trust or on Commission including all Moveable Utensils in their Warehouse on left side of Portland Street and having a back Entry on right side of Silver Street Manchester - Three thousand Pounds Sterling - Insurances with other Offices allowed, the amount to be declared in the event of Loss—

Policy No. 24,033 Cancelled

Therefore be it known, That from the Twenty ninth day of September 1865 to the Term above mentioned, and so long thereafter as the INSURED shall pay, or cause to be paid, to the COMPANY the Annual Sum above stated, at the like Term in each succeeding year, and the DIRECTORS shall accept the same, the Capital Stock and Funds of the said COMPANY shall be subject and liable to pay to the INSURED, any loss or damage by Fire to the Property above described, not exceeding the Sum or Sums of Money respectively before written.

And it is hereby Provided and Agreed, That this Policy shall be subject to the Conditions of Insurance printed on the back hereof, which shall be held as forming part of the Policy.

Declaring always, as it is hereby expressly provided and declared, to be the true intent and meaning of these Presents, and which the Insured, by acceptance hereof specially assents and agrees to, That the Capital Stock and Funds of the said Company for the time being shall alone be answerable for any demands arising under this Policy, and that no Member of the said Company shall, under any circumstances, be subject or liable for more than the amount of his or her Share of the said Capital Stock or Funds of the said Company, at the time the claim shall arise, as ascertained by the Books of the said Company, or other writings, anything in this Policy to the contrary, or otherwise competent by Law, notwithstanding.

In Witness whereof, We, Two of the DIRECTORS and the MANAGER (or SECRETARY) for the said COMPANY, have subscribed these Presents at EDINBURGH, the Twenty ninth day of September in the Year One Thousand Eight Hundred and Sixty five.

Examined *James Watt*

A. Brown Manager.

James Stewart Director.

Entered *W. Black & Co*

Newbrierton Director.

The Scottish National Insurance Company.

FIRE DEPARTMENT.

CLASS I. COMMON INSURANCES.	CLASS II. HAZARDOUS INSURANCES.	CLASS III. DOUBLY HAZARDOUS INSURANCES.
<p><i>Buildings</i>—Of Stone or Brick, and covered with Slate, Tile, or Metal; wherein no hazardous Trades are carried on, nor hazardous Goods deposited;—standing apart; or separated by complete partition-walls of Stone or Brick from hazardous Buildings, or from Buildings in which hazardous Goods are deposited, or hazardous Trades carried on.</p> <p><i>Goods</i>—Household Furniture (including under that denomination Wearing Apparel, Bed and Table Linen, Printed Books, Plate, and Liquors in private use),—Merchandise and Stock not hazardous, deposited in ordinary Buildings, such as are above described.</p> <p><i>NOTE</i>.—Plate Glass in Windows, and some articles of Household Furniture, come under the Doubly Hazardous Class, and require to be specially referred to. See Class III.</p>	<p><i>Buildings</i>—Common Buildings, such as are described in Class I., but in which any hazardous Business is carried on, or hazardous Goods are deposited, or which are not separated by Party Walls of Stone or Brick from hazardous Buildings or Goods;—Buildings covered with Slate, Tile, or Metal, wherein no hazardous Trades are carried on, nor hazardous Goods deposited, but of which the external Walls are constructed of Timber, Plaster, or Brick and Timber.</p> <p><i>Goods</i>—Goods not hazardous deposited in hazardous Buildings. Also the Stock and Goods of Tallow Chandlers (not Melters), Colourmen, Timber Merchants, Bread Bakers, having an Oven in the house, Malsters, Innkeepers, Stable-keepers, Ship Chandlers, and all similar Trades and Employments. Also Rosin, Pitch, Tar, Turpentine, Tallow, Oil, Spirituous Liquors, and such like, in Buildings not hazardous.</p> <p><i>Ships</i> in any Port, Harbour, Wet Dock, &c.</p>	<p><i>Buildings</i>—Thatched Buildings, although no hazardous Trade shall be carried on, nor hazardous Goods deposited therein; hazardous Buildings in which hazardous Goods are deposited, or hazardous Trades carried on.—Conservatories with safely constructed pipes or flues; and Plate Glass in Windows.</p> <p><i>Goods</i>—Hazardous Goods deposited in hazardous Buildings;—also all Goods deposited in Thatched Buildings;—also the Stock of Tallow Melters, Wax Chandlers, Cork Cutters (burning Cork), Apothecaries, Printers (without Stove or Steam-Engine), Coopers, Bookbinders, and the like, in Buildings not hazardous;—also China, Glass, Mirrors, Earthenware, Prints, Paintings, Musical Instruments, and the like.</p>

Agricultural Produce, Farming Stock, and Implements and Utensils of Husbandry, may be insured without the average clause. The Machinery of a Thrashing Mill must be separately valued; as also Live Stock; and not more than Forty Pounds will be recoverable for Loss on any one Animal, unless the same is specifically insured for a larger sum.

SPECIAL RISKS, not enumerated in any of the above Classes, or Risks there enumerated, but rendered special by particular circumstances, may be insured by agreement.

CONDITIONS OF FIRE INSURANCE.

- I. In every Insurance attended with particular circumstances of risk, arising from the situation or construction of the premises, from the nature of the trade carried on, or of the goods deposited therein, or from the process of manufacture, or by reason of any stove or utensil used therein, such circumstances are to be specially expressed in the Policy, so that it may appear that the risk is fairly understood. If they shall not be so expressed, or if any misrepresentation be given, in consequence whereof a Policy shall be issued at a lower Premium than ought to have been paid, or if buildings or goods shall be described otherwise than they really are, the Insurance shall be of no force. And if after an Insurance has been effected, the risk shall be altered or increased either by an alteration in the buildings, or by the erection or alteration of any stove therein, or by the introduction of any hazardous goods or hazardous process therein or in adjoining property, or otherwise, the Policy shall be altogether void, unless such alteration or increase of risk shall have been duly notified to the Office, and allowed by endorsement on the Policy.
- II. If two or more buildings, or the contents of two or more buildings, be insured in one Policy, each building must be separately valued, as must also the contents of each (excepting in the case of average Insurances as hereinafter mentioned), otherwise, in terms of the Act 9 Geo. IV. cap. 13, the Policy shall be null and void. But (as allowed by said Act) when any two or more Buildings, or the contents of any two or more Buildings, are insured collectively, the Insurance shall be subject to average, in conformity with the Conditions of Average hereto annexed. The Implements and Stock upon any one Farm are specially exempted by the Act from these conditions as to separate valuation. In the case of Rents, a separate Sum must be insured thereon, and the Company shall be liable only for the period, not exceeding one year, during which the premises are actually untenanted.
- III. Where Insurances are effected by Leaseholders, Trustees, Mortgagees, Heritable Creditors, persons holding a reversionary interest, or any persons not the actual owners, the nature of their tenure or interest must be duly specified. Goods held in trust, or on commission, are to be insured as such, otherwise the policy will not cover such property; but they may be classed with the Insured's own stock-in-trade, without a separate valuation.
- IV. Ready Money, Books of Accounts, Bank Notes, Stamps, Bills, Bonds, and other written securities, and Gunpowder, cannot, under any circumstances, be insured.
- V. China, Glass, Pottery, Pictures, Mirrors, Medals, Statues, Jewels, Curiosities, Mathematical and Musical Instruments, are not included in any Insurance, unless they are specified in the Policy, and paid for as such. In case of loss, the sum to be recovered for any Print or Painting is not to exceed £10, unless it shall have been specially described and valued in a catalogue lodged with the Company.
- VI. No loss or damage by fire occasioned by invasion, foreign enemy, civil commotion, riot, or any military or usurped power, will be paid,—neither do this Company hold themselves liable for goods destroyed or damaged through the misapplication of fire heat in the process of manufacture; nor for loss on hay or corn that may be destroyed or damaged by its own natural heating. But they sustain all claims for live stock destroyed by lightning, and for damage done by lightning to buildings, and other effects; also for damage done by explosion of Gas, when such explosion shall have taken place within the premises of which the Building or the contents are insured by the Policy.
- VII. Persons insured must give notice of any Insurances made on their property with other Offices, and cause the fact to be inserted in or endorsed on their Policies. Failing such notice, the Insured shall not be entitled to recover in case of loss; and if there shall exist any Insurances with other offices covering the same property, whether in name of the holder of this Policy or of any other party, each Office shall be liable in payment of a rateable proportion only of any loss or damage sustained; and if the Insured shall hold any other Policy covering the same property subject to the Conditions of Average, then this Policy likewise shall be subject to the Conditions of Average.
- VIII. Upon the death of any person insured, the Policy may be continued by endorsement to the representatives of the party deceased; and persons changing their habitations or warehouses may preserve the benefit of their Policies, if the nature and circumstances of such Insurances be not altered. But in all cases of removal, or transfers of interest in Policies, the Policy shall be void unless and until due notice thereof shall have been given to the Office, and the same shall have been allowed by endorsement on the Policy,—a suitable premium being also paid, should the risk be increased by such removal.
- IX. No Receipts are to be taken for Premiums of Insurance but such as are printed and issued from the Office in Edinburgh; and those who intend to continue their Insurances, are required to make their future payments annually, within fifteen days after the Term limited by their respective Policies, otherwise the same shall be void.
- X. Persons insured sustaining any loss or damage by fire, are forthwith to give notice to the Office in Edinburgh, or to the Agent in or nearest the place where the damage happens, in order that the property may be inspected on the part of the Company before any material alteration is made thereon. And as soon as possible, and not more than one month after such loss, an account shall be given in, stating the particulars thereof upon the oath or affirmation of the claimant, who shall be bound to prove such particulars by his books of accounts, or such other evidence, documents, or vouchers as may be reasonably required. All losses, when satisfactorily ascertained, shall immediately be paid. But if there shall appear any false swearing, fraud, collusion, or wilful mis-statement on the part or on behalf of the person insured, or if no claim shall be made within three months after the fire, or if made and rejected, shall not be judicially insisted in within three months thereafter, the Policy shall be void, and the Claimant's right of recovery forfeited.
- XI. In case any difference shall arise between the Insured and the Company, with respect to any loss or damage, such difference shall be submitted (at their joint expense) to the judgment and determination of arbiters mutually chosen, whose award in writing, or that of an oversman appointed by them, shall be conclusive and binding on all parties. If being expressly declared, that the arbiters or oversman shall fix the net value of the property immediately before, and the net value immediately after the fire, and the Company shall make good the difference between these two values, either by repairs or restitution, or by payment in cash, at their own option, but in no case shall they be obliged to take the risk of the sale of damaged goods upon themselves.

This Company in case of Fire allows all reasonable charges attending the removal of Goods insured at their Office.

CONDITIONS OF AVERAGE.

- I.—It is hereby declared and agreed, that whenever a sum insured is declared to be subject to the Conditions of Average, if the property so covered shall, at the breaking out of any Fire, be collectively of greater value than the sum insured thereon, then this Company shall pay or make good such a proportion only of the loss or damage as the sum so insured shall bear to the whole value of the said property at the time when such Fire shall first happen.
- II.—But it is at the same time declared and agreed that if any Property included in such Average shall, at the breaking out of any Fire, be insured by any other Policy which, whether subject to Average or not, shall apply to part only of the Buildings or Places, or of the Property to which such Average extends, then this Policy shall not cover the same excepting only as regards any excess of value beyond the amount of such more specific insurance, which said excess is declared to be under the protection of this Policy, and subject to average as aforesaid.
- III. And it is further declared and agreed, that if the Assured shall claim under this Policy for loss or damage to Property embraced in the terms of any Average Policy, extending as well to other Buildings or Places, or to other Property not included in the terms of this Insurance, and if at the breaking out of any Fire there shall not be any Property in such other Buildings or Places, or any such other Property actually at risk to be protected by such Policy, then so far as regards the settlement of any Claim under this Policy, the terms and liability thereof shall be held to be concurrent, in all respects, with those of such other Policy.

* * * No charge is made for Policies, nor for Endorsements of Removal or Alteration.

The Scottish National
Insurance Company.

INSTITUTED 1841.



Fire Policy.

No. 24246.

Mess^{rs} Samuel & James Watts & Co
Manchester

Premium,	£	7:10:0
Duty,		2:5:0
Present Payment to <i>Michl^r 1866</i>	£	9:15:0
Annual Payment at <i>Michl^r</i>	£	9:15:0

Please examine your Policy, and if you find any Error,
return it immediately to be rectified.

S. Heywood Esq
Manchester