

1574 a

W. Thomas Bell
Manchester

THE SCOTTISH COMMERCIAL INSURANCE COMPANY.

CAPITAL:—ONE MILLION STERLING.

DIRECTORS.

CHAIRMAN—WILLIAM TOWERS-CLARK, Esq., of WESTER MOFFAT.

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| CHARLES RANDOLPH, Esq., ENGINEER AND SHIP-BUILDER, GLASGOW. | HUGH BROWN, JUN., Esq., MANUFACTURER, GLASGOW. |
| JOHN MOFFAT, Esq., ARDROSSAN. | RICHARD KIDSTON, Esq., (MESSRS. A. G. KIDSTON & Co.) MERCHANT, GLASGOW. |
| ALEXANDER CRUM, Esq., MERCHANT, GLASGOW. | JAMES KING, YOUNGER OF CAMPSIE, Esq., MERCHANT, GLASGOW. |
| JOHN M'ANDREW, Esq., IRONFOUNDER AND ENGINEER, GLASGOW. | GEORGE READMAN, Esq., BANKER, GLASGOW. |
| MUNGO CAMPBELL, JUNIOR, Esq., MERCHANT, GLASGOW. | JAMES REID, Esq., OF CALDERBANK, IRON MERCHANT, GLASGOW. |

MANAGER.

FREDERIC J. HALLOWS, Esq.

Sum Insured.

£ 2000

Fire Policy.

N^o. 3937

PREMIUM, £ 5
DUTY, 1:10

PRESENT PAYMENT TO
Midsummer 1867 } £ 6:10

PREMIUM, £ 5
DUTY, 1:10

ANNUAL PAYMENT DUE
Midsummer } £ 6:10

Whereas Messrs. I and J Watts, of Manchester, Merchants

Having paid the Sum above stated to the SCOTTISH COMMERCIAL INSURANCE COMPANY, being the Premium and Duty on the Sum Insured by this Policy, to the term of *Midsummer 1867* 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 *Two Thousand Pounds* ;—namely,

£2000 On Merchandise, the Amounts own or held by them, in trust or on Commission, including all movable articles in their Warehouse situate East side of Portland Street Manchester, and conform to description lodged with this Office book and stated

Therefore be it known, That from the *23rd June 1866* 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 Prohibited 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 or Director of the said Company shall, under any circumstances, be 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, and that such claim, so far as competent against Shareholders individually, shall lie only against the persons who are Shareholders at the time the same may arise, anything in this Policy to the contrary or otherwise competent by Law, notwithstanding.

In Witness whereof, We, Two of the DIRECTORS and the MANAGER for the said COMPANY, have subscribed these Presents at GLASGOW, the *Twenty sixth* day of *June* in the Year One Thousand Eight Hundred and Sixty *six*

Examined *W*

Fred J Hallows Manager.

Hugh Brown Director.

Rich Kidston Director.

Entered *W*

The Scottish Commercial Insurance Company.

CONDITIONS OF INSURANCE.

- I. WHEN any particular circumstances of risk exist, arising from the situation or construction of the premises, or the nature of the trade carried on, or goods therein, these must be specially expressed in the Policy, so that the risk may be fairly understood;—if not so expressed, or if any misrepresentation be given, or if any omission be made, 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 any Insurance shall have been effected, the risk shall be increased, by the erection of any stove, furnace, or other implement for producing artificial heat, the carrying on of any hazardous operation or trade, the deposit of any hazardous goods, the opening of any hazardous communication, or the connection of any hazardous process or premises, and the same be not duly made known to the Company, and regularly sanctioned by it, no benefit shall arise to the Insured from the Policy.
- II. Excepting in the cases of Policies granted for short periods, the charges of premium and duty on Insurances made with this Company are to be calculated from the day on which the same may be effected, 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 unless the future payments for renewal of such annual Policies be made within *fifteen days* of the period limited for their expiration, the Insurance shall cease. Policies for periods less than a year will expire at four o'clock in the evening of the day of termination thereof, without the allowance of extra days.
- III. No Insurance proposed to this Company is to be considered in force until the premium and duty, or a deposit on account thereof, be paid. No receipts are to be taken for any Premiums of Insurance or Deposits, but such as are printed and issued from the Office direct, or through the Company's Agents.
- IV. If property insured by any Policy of this Company should pass, by death, assignment, or otherwise, into new hands, the interest in the Policy may be preserved to the successor, provided such succession be allowed at the Office, by indorsement on the Policy; and if goods insured be removed to a new situation, such removal must be also allowed by indorsement on the Policy, and a suitable premium paid, if the risk be increased by such removal; but in all cases where such indorsement is not sanctioned and regularly made, the Policy shall be void.
- V. Persons insuring property at this Office must give notice of any other Insurance made elsewhere on their behalf on the same, and cause such other Insurance to be mentioned in their Policies; in which case, each Company shall be liable to the payment only of a rateable proportion of any loss or damage which may be sustained—such other Insurance being taken into account; and unless such notice be given, the Insured will not be entitled to recover in case of loss. In case of the assured holding any other Policies on the same property subject to the conditions of average, then this Policy is declared to be subject to average in the like manner.
- VI. Any number of buildings and goods in various places belonging to one person, or held in joint-trust, or in copartnership, may be insured in one

Policy; but each building, also the furniture and goods therein, must be separately valued, otherwise they must, according to Act of Parliament passed in 1828, be subject to the average clause, which declares, That in the event of any loss or damage, the Company shall only be liable for such proportion of such loss as the sum Insured shall bear to the whole collective value of such property at the time the fire happens. The Implements and Stock upon any one Farm are specially exempted by the Act from these Conditions as to separate valuation.

- VII. Goods held in trust, or on commission, must be Insured as such, otherwise the Policy will not cover such property.
- VIII. No loss or damage shall be paid on fire happening by invasion, foreign enemy, civil commotion, riot, or any military or usurped power whatever. Nor shall the Company be subject to any loss on hay, corn, stock, or goods of any description, occasioned by their own natural heating; neither shall the Company be liable for any damage whatsoever, caused by the misapplication of fire-heat during the process of manufacture, nor for any loss or damage caused by explosion, except of gas, within buildings on or in which this Company has Insurance. They also sustain all claims for live stock destroyed by lightning, and for damage by fire caused by lightning to buildings and other property.
- IX. Persons Insured by this Company, sustaining any loss or damage by fire, are forthwith to give notice to the Head Office at Glasgow, or to the Agent nearest the place where the damage happens; and, as soon after as possible, to deliver as particular an account of their loss or damage as the nature of the case will admit of, and make proof of the same by their oath or affirmation, and by their books of accounts or other proper vouchers, as shall be reasonably required; and all losses, when satisfactorily ascertained, shall immediately be paid; but if there appears any connivance, falsehood, fraud, or false-swearing; or if any repairs, or material alteration, be made in the premises before the claim is adjusted; or if no claim shall be made within three months after the fire; or, if made and rejected, shall not be judicially insisted on within three months thereafter, the claimant shall forfeit his claim to restitution or payment by virtue of this Policy.
- X. Should any difference arise with respect to the amount of any claim for loss or damage by fire, such difference shall be submitted to arbitrators mutually chosen, whose award, or that of an umpire appointed by them, shall be conclusive; but in no case shall this Company be *obliged* to take the risk of the sale of damaged goods. The arbitrators or valuers shall fix the nett value as immediately before, and the nett value as immediately after, the fire, and this Company shall pay or make good the difference between the two values, either by repairs and restitution, or by payment in cash, at their own option.
- XI. China, Glass, Pottery, Pictures, Mirrors, Medals, Statuary, Jewels, Curiosities, Mathematical and Musical Instruments, are not included in and Insurance, unless they are specified in the Policy.—Books of Account, Deeds, Bank-notes, Bills, Bonds, and Written Securities, Manuscripts, Money, and Gunpowder, cannot be Insured upon any terms.

Rents are not included in this Policy unless they are separately Insured.

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.

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THE
SCOTTISH COMMERCIAL
INSURANCE COMPANY,
35 ST. VINCENT PLACE,
GLASGOW.

Fire Policy, for £2000

No. 3937

Messrs. S. and J. Watts
Manchester

Premium,	£ 3 : :
Duty,	1 : 10 :
Present Payment to	<u>Mds/67s 6 : 10.</u>
Annual Payment at	<u>Mds £ 6 : 10 :</u>

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

Wm. Thomas Bell
Manchester