

Duplicate

No. 1040

1000

The PROGRESS

Assurance Company

LIMITED.

17, LEADENHALL ST. LONDON.

PRESENT PAYMENT.

To 23 April 1870
Premium £6.5.0
Duty £
£6.5.0

RENEWAL PAYMENT.

Due 23 April 1870
Premium £6.5.0
Duty £
£6.5.0



CAPITAL £2,000,000.

Whereas

Richard Wills of Rundle St. Adelaide, has paid to THE PROGRESS ASSURANCE COMPANY, LIMITED, the sum of one thousand pounds for insuring against Loss or Damage by Fire the following Property, viz.:-

£1000 On Goods their own in bulk or in commission contained in a building of brick and stone and roofed with slate and iron attached on the East and West sides to first class buildings situate in Rundle Street Adelaide aforesaid occupied by the Assured as Wholesale Drapers and marked Bon Plans One thousand pounds

Insurances

Now be it known, That from the 23 day of April 1867 to the 23 day of April

1870, at Four o'clock in the evening of that day, and so long thereafter as the Insured shall pay, or cause to be paid, the Sum required for the Renewal of this Policy, and the Directors of the said Company shall agree to accept the same, the Stock and Funds of the said Company shall be subject and liable to pay or make good to the Insured, or to the Heirs, Executors, or Assignees of the Insured, all Loss and Damage which the Insured shall suffer by FIRE, on the property above described, in the place or places herein particularised, and not elsewhere, nor exceeding the Sum specified on each item, unless previously allowed by endorsement on the back hereof.

Provided always, That this Insurance shall, at all times, and under all circumstances, be subject to the Terms and Conditions printed on the back hereof, which Terms and Conditions are to be considered as incorporated in, and forming part of this Policy.

In Witness whereof, WE, two of the Directors, and the Assistant General Manager, of the said Company have subscribed these Presents (Given under the Common Seal of the Company) at LONDON, the 14 day of

May in the Year of our Lord, Eighteen Hundred and seventy nine

Examined
Entered

Wm. Brocklebank General Manager

Please read the Conditions, and examine the Policy, and, if incorrect, return it immediately to the Office for alteration.

THE PROGRESS ASSURANCE COMPANY, LIMITED.

CONDITIONS.

I.—All the peculiarities of every risk—such as the situation and construction of the Premises, the nature of the Trade and Goods, and of all Implements of Fire-heat therein (common Fire-grates and Ovens in private use excepted), must be specially mentioned on the Insurance being proposed, so that the risk may be fairly appreciated.—If this be omitted, or if any misrepresentation be made to the prejudice of the Company, 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, the risk shall be increased by the erection of any Stove; the introduction of any hazardous operation, trade, or goods, or by any hazardous communication, or if at any time any hazardous building or process adjoin, and the same be not duly made known to the Office, and be allowed by Endorsement on the policy, no benefit shall arise to the Insured by his Insurance.

A *distinct* sum is required for each *separate* Building, and another for the Goods therein.

Stock in Trade and Household Furniture must be separately valued, and Goods in trust or on commission are not included in any Insurance unless the same be specified in the Policy.

II.—No Insurance proposed to this Company is to be considered in force until the Premium and Duty, or a Deposit on account thereof, be actually paid. No receipts are to be taken for any Premiums or Deposits, but such as are issued from the Office, and signed by the General Manager, or other authorised Officer of the Company.

III.—If property insured by any Policy of this Company shall pass by death, assignment, or otherwise, into other hands, the interest in the Policy may be preserved to the successor, provided such transfer be previously allowed at the Office by Endorsement on the Policy.

If Goods be removed, such removal must also be allowed by Endorsement; and, if the risk be thereby increased, a suitable Premium must be paid. In all cases where such alterations are not regularly notified, and any consequent extra Premium paid, the Policy becomes null and void.

IV.—If property insured by this Company be also insured in any other Office, such joint Insurance or Insurances must be specified and allowed by Endorsement on the Policy, in which case only this Office will be liable for its proportion of any loss or damage that may be sustained; and in case of the Insured holding any Policy subject to Average on the Property covered by this Insurance, then this Policy shall be subject to Average in like manner.

V.—Goods in trust or on commission, Watches, Trinkets, Musical Instruments, Pictures, Prints, Drawings, China, Glass, Earthenware, Looking-glass Plates, Medals, Coins, or other Curiosities, and Sculptures, are not included in any Insurance, unless the same be specified in the Policy, excepting when insured by special agreement.

VI.—Manuscripts, Books of Account, Written Securities, Bills, Bonds, Tallies, Bank Notes, Money, and Gunpowder, are not insured by this Company.

Conditions of Average.—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.

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.

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.

VII.—No loss or damage will be paid on Fire happening by any Invasion, Foreign Enemy, Civil Commotion, Riot, or any Military or Usurped Power whatever.

VIII.—This Company will not be answerable for loss arising from Volcanoes, Earthquakes, Hurricanes or Explosion of any kind, Gas excepted, nor for Goods and Utensils damaged or destroyed by the application of Fire-shoot. Nor will this Company be liable for loss on Hay, Corn, or other Property, occasioned by its own natural heating; but the damage by fire to other property in consequence thereof will be made good, as well as losses from Lightning, when the Property Insured has been actually set on fire thereby.

IX.—Persons Insured sustaining any loss or damage by fire are forthwith to give notice thereof to the Office in London, or to the Agency in which the Policy has been obtained; and within fifteen days an account is to be delivered, stating the loss or damage particularly as the nature of the case will allow; and proof thereof shall be made by the oath or affirmation of the claimant, and by the production of his books of account or such other vouchers as may reasonably be required. All losses, when satisfactorily ascertained, will immediately be paid or made good without any deduction whatever; but if there shall appear any false swearing, fraud, or wilful mis-statement, or if no claim be made within three months after the fire, or if made and rejected, shall not be judicially insisted on within three months thereafter, or if the fire shall have been caused directly or indirectly by the means, connivance, or wilful act of the Insured, the claim shall be wholly invalidated.

X.—This Company reserves to itself the option either to pay the amount of loss, or to make the same good by re-insatement.

XI.—In the event of any Fire whereby any of the Property Insured by the Policy is destroyed or damaged, the Servants and Agents of the Company may enter on and remain in possession of the premises where such Property was at the time of such Fire, till the amount of loss occasioned thereby has been satisfactorily ascertained, and a refusal shall be an effectual bar to any claim by or in behalf of the claimant in respect of any Loss or Damage occasioned by the Fire to which the same relates.

XII.—If any difference shall arise between this Company and the Insured, with respect to any claim for loss or damage by Fire, and no fraud be alleged, such difference shall be submitted to the determination of Arbitrators, mutually chosen, whose award in writing, or that of an Empire appointed by them, shall be conclusive and binding on both parties. But in no case shall this Company be obliged to undertake the risk of the sale of damaged Goods. The Arbitrators or Valuers shall fix the value as it stood immediately before, and the value immediately after the fire; and the Directors of this Company shall pay, or make good, the difference between these two sums, either by repairs and restitution, or by payment in cash, at their own option.

THE
PROGRESS
ASSURANCE COMPANY,
LIMITED.

17, LEADENHALL STREET, LONDON.

Fire Policy No *1040*

Messrs. G. & C. Mills

£ *1000*

Renewal Payment due *23 April*

Premium

£ *6 5 0*

Duty

£ *6 5 0*