

# PHENIX FIRE OFFICE.

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N<sup>o</sup> 14891496



*Finchley*

**This Policy of Insurance Witnesseth,** THAT *Mr John Walpole No 2 Park Road Finchley*  
*Finchley, Middlesex Gentleman & Mr Samuel Dorman, The Howlands,*  
*Hatfield, Herts.*  
 hereinafter called the Insured, having paid to the PHENIX ASSURANCE COMPANY, OF LONDON, hereinafter called the Company,  
 the sum of *Seven Shillings & Six Pence* for insuring against Loss or Damage by Fire, as hereinafter  
 mentioned, the Property hereinafter described, in the several sums following, namely:

£300. *One dwellinghouse & shop communicating brick & slated*  
*in tenure of J. Collins Greengrocer & Fishmonger which is*  
*3 High Street, Finchley Middlesex*

The Company hereby agrees with the Insured, (but subject to the Conditions at the back hereof, which are to be taken as part of this Policy,) that if the Property above described, or any part thereof, shall be destroyed or damaged by Fire, at any time between the *24th June 1870* and the *24th June 1871*, both inclusive, or at any time afterwards, so long as the Insured or ~~his~~ Representatives in interest shall pay to the Company, and it shall accept the sum required for the renewal of this Policy, on or before the *24th June* in each succeeding year, the Company will, out of its Capital, Stock, and Funds, pay or make good all such Loss or Damage, to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively, and not exceeding in the whole the sum of *Four Hundred Pounds.*

In Witness whereof, we (two of the Directors of the said Company) have hereunto set our Hands, the *13<sup>th</sup>*  
 Day of *July* 1870

Total Premium .....£ *7:6* to *24th June 1871*  
 Annual Premium .....£ *7:6* payable *at once*

Examined, *Joseph Dorman*

*Samuel Dorman*  
*John Byson*



THE CONDITIONS within referred to are as follows:—

1. Any material mis-description of any of the Property proposed to be hereby insured, or of any Building or Place in which Property to be so insured is contained, or any mis-statement or omission to state any fact material to be known for estimating the risk, renders this Policy void as to the Property affected by such mis-description, mis-statement, or omission respectively.

2. If, after the risk has been undertaken by the Company, anything whereby the risk is increased be done to Property hereby insured, or to, upon, or in, any Building hereby insured or any Building or Place in which Property hereby insured is contained, or if any Property hereby insured be removed from the Building or Place in which it is herein described as being contained, without, in each and every of such cases, the assent or sanction of the Company, signified by endorsement hereon, the Insurance as to the Property affected thereby ceases to attach.

3. This Policy does not cover Property held in Trust, or on Commission, unless expressly described as such; nor China, Glass, Looking Glasses, Jewels, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Government Stamps, Prints, Paintings, Drawings, Sculptures, Musical, Mathematical, or Philosophical Instruments, Patterns, Models, or Moulds, unless specially mentioned in the Policy; nor Deeds, Bonds, Bills of Exchange, Promissory Notes, Money, Securities for Money, or Books of Account; nor Gunpowder; nor Loss or Damage by Fire to Property occasioned by or happening through its own Spontaneous Fermentation or Heating, or by or through Invasion, Foreign Enemy, Riot, or Civil Commotion; nor Loss or Damage by Explosion, except Loss or Damage by Explosion of Gas in a Building, not forming part of any Gas Works.

4. This Policy ceases to be in force as to any Property hereby insured which shall pass from the Insured to any other person otherwise than by Will or operation of Law, unless notice thereof be given to the Company, and the subsistence of the Insurance in favour of such other person be declared by a memorandum endorsed hereon by or on behalf of the Company.

5. On the happening of any Loss or Damage by Fire to any of the Property hereby insured, the Insured is forthwith to give notice in writing thereof to the Company, and within fifteen days at latest to deliver to the Company his claim for such Loss or Damage, containing as particular an account as may be reasonably practicable of the several articles or matters damaged or destroyed by Fire, with the estimated value of each of them respectively, having regard to their several values at the time of the Fire, and in support thereof to give all such vouchers, proofs, and explanations as may be reasonably required, together with, if required, a statutory declaration of the truth of the account; and in default thereof no claim in respect of such Loss or Damage shall be payable until such notice, account, proofs, and explanations respectively are given and produced, and such statutory declaration, if required, is made.

6. If the claim be in any respect fraudulent, or if any false statutory declaration be made in support thereof, or if the Fire was occasioned by or through the procurement or connivance of the Insured, all benefit under this Policy is forfeited.

7. The Company may, if it think fit, reinstate or replace Property damaged or destroyed, instead of paying the amount of the Loss or Damage, and may join with any other Company or Insurers in so doing in cases where the Property is also insured elsewhere.

8. On the happening of any Loss or Damage by Fire to any Property in respect of which a claim is or may be made under this Policy, the Company, without being deemed a wrong doer, may, by its authorised Officer and Servants, enter into the Building or Place in which such Loss or Damage has happened, and for a reasonable time remain in possession thereof and of any Property hereby insured which is contained therein, for all reasonable purposes relating to or in connection with the Insurance hereby effected, and this Policy shall be evidence of leave and license for that purpose.

9. If at the time of any Loss or Damage by Fire happening to any Property hereby insured there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person, covering the same Property, this Company shall not be liable to pay or contribute more than its rateable proportion of such Loss or Damage.

10. In all cases where any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person, covering any Property hereby insured, either exclusively or together with any other Property in and subject to the same risk only, shall be subject to average, the Insurance on such Property under this Policy shall be subject to average in like manner.

11. If any difference or differences shall arise between the Company and the Insured or any party claiming under this Policy as to any Loss or Damage by Fire, in respect of which there may be any claim under this Policy; it is hereby agreed between the Company and the Insured, that such difference or differences shall be referred to the arbitration and decision of two indifferent persons, one to be chosen by the party claiming, and the other by the Company; or, in the case of disagreement between them, of an Empire to be chosen by the Arbitrators before entering on the reference; and the costs of the reference shall be in the discretion of the Arbitrators or Empire, as the case may be, who shall award by whom and to whom and in what manner such costs shall be paid; and the decision of the Arbitrators or Empire, as the case may be, shall be final and binding on the parties.

12. In all cases where the Policy is void or has ceased to be in force under any of the foregoing Conditions, all monies paid to the Company in respect thereof will be forfeited.



№. 340.

Holliday & Rose.



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