

POLICY

No. 11698.

SUM INSURED.

£4000.

Agent
Hickham
Manchester

UNIVERSAL

FIRE INSURANCE



COMPANY, LIMITED

FIRST PREMIUM.

from 24th June 1872
To 25th Dec: 1872

CHIEF OFFICE, 23, FINSBURY PLACE, LONDON.

RENEWAL PREMIUM.

from 25th Dec: 1872
To 25th Dec: 1873.

£5.0.0.

£10.0.0.

CAPITAL ONE MILLION.

Whereas Messrs S & J. Watts & Co., Merchants & Warehousemen of Portland Street, Manchester have paid the sum of Five Pounds to the UNIVERSAL FIRE INSURANCE COMPANY LIMITED, and have agreed to pay to them the sum of Ten Pounds on the Twenty Fifth day of December yearly, for Insuring against Loss or Damage by Fire the Property hereinafter described, not exceeding the sum specified on each article, viz.:-

Our Merchandise the Assureds own in Trust or on Commission including all moveable Utensils in their Warehouse situate in Portland Street, aforesaid, and marked A on plan and report lodged in this Office bearing the date March 1872 4000

The said Warehouse is brick and slated and communicates by double Iron doors with Warehouse marked B on said plan and is conformable to description lodged in the Sun Fire Office.

£4000 on same risk by Policy No. 11540.

£4000.

MEMO.—It is hereby declared and agreed, that in case of the Insured holding any other Policy in this or any other Company on the Property insured hereby, subject to the Conditions of Average, this Policy shall be subject to Average in like manner. Insurances in other Offices is hereby allowed, the amounts to be declared in the event of Loss.

Now this Policy of Insurance Witnesseth, that from the date above mentioned, and so long afterwards as the Insured shall duly pay, or cause to be paid, the Sum required for the renewal of this Policy, to the said Company on or before the last-mentioned day in each year, and the Company shall agree to accept the same; the Capital, Stock, and Funds of the said Company for the time being, and those only, shall be subject and liable to pay or make good to the Insured, his, her, or their Heirs, Executors, Administrators, or Assigns, all the damage and loss which the said Insured shall suffer by Fire on the Property hereinafter mentioned, not exceeding on each item respectively the sum hereinbefore declared to be insured thereon, and not exceeding in the whole the sum of Four thousand Pounds but subject always to all the Conditions and Stipulations endorsed hereon, and which form and constitute the basis of this Insurance, and which are to be taken as part of this Policy; but it is hereby stipulated and agreed that no Director, Officer, Shareholder, or Member of this Company shall be in any wise subject or liable to any such claims or demands, nor be in any wise charged, by reason of this Policy, beyond the amount of his or her Share, or Shares, of such Capital, Stock, or Property, it being a part of this Contract that the responsibility of the individual Members shall in all cases be limited to the amount unpaid on the Shares respectively held by them at the time of such claim or demand.

In Witness whereof the Common Seal of the said Company hath been hereunto affixed, and two of the Directors of the said Company have hereunto set their hands this Fifteenth day of July One thousand eight hundred and seventy two.

Examined ab

Entered AM

Countersigned John P. Richardson
Secy.

W. Deewenstark
Geoneau
Directors.

Please examine the Policy, and read the Conditions and Stipulations at back; if incorrect, return it to the Chief Office for the required alterations. All Communications must be addressed to the Secretary.

CONDITIONS AND STIPULATIONS UPON WHICH THIS POLICY IS GRANTED.

I.—That upon the Insurance of any property, whether buildings or contents, the party or parties making the same shall specify of what materials the walls and roof of such buildings are respectively constructed, where situated, and by whom occupied; and whether as private dwellings, or how otherwise, whether any manufacture or hazardous trade be carried on, or any hazardous articles be deposited or kept therein, and, if so, describe the nature and qualities thereof, whether any steam engine, furnace, kiln, stove, boiler, or other apparatus whereby heat is produced (common fireplaces and ovens for domestic use excepted), be erected on the premises, and, if so, shall give a particular description of the nature and construction thereof respectively; and if such specification do not truly and circumstantially describe the property and the several particulars regarding the same as aforesaid, so that the nature and degree of the risk may be justly estimated, the Policy or Insurance thereon shall be null and void. The Insurance on any building shall not be held to include anything outside thereof, such as porches, sheds, or other Buildings, except the same be specially mentioned and valued in the Policy.

II.—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 specially mentioned in the order for this Policy, so that the risk may be fairly understood; if not so expressed, or if any misrepresentation be given so that the Insurance be effected upon a lower premium than would have been charged had such risk been so fairly stated, or if buildings or goods be inaccurately described in the Policy, or if, after an Insurance shall have been effected, there shall be any erection or alteration or extension of the premises so as to increase the risk, or any erection or alteration of any apparatus for producing heat as aforesaid, or if any hazardous operation or trade shall be carried on, or any hazardous goods be deposited, or any hazardous communication be made, the Insured will not be entitled to any benefit under the Policy.

III.—No Insurance proposed to this Company is to be considered in force until the Premium be actually paid. No Receipts are to be taken for any Premium of Insurance but such as are printed and issued from the Office, and signed by one of the Clerks or Agents of the Office.

IV.—That houses, buildings and goods, in trust or on commission, intended to be insured, must be so described and declared at the time of effecting such Insurance, otherwise the Policy will not extend to cover such property.

V.—This Company will not be answerable for any loss whose fires are used in buildings unprovided with good and substantial brick or stone chimneys, or in consequence of stoves or stove pipes, placed and used contrary to law, or in consequence of the infringement of any law in force for the suppression or prevention of fires, or where stove pipes are carried through the exterior walls or roofs of any house or building; or for any loss by fire on any building under construction or repair, or movables therein, wherein carpenters or joiners are employed, unless the special consent of the Company be first obtained and endorsed on the Policy.

VI.—Losses by lightning will be made good by this Company, as far as where either the buildings or the effects insured have been actually set on fire thereby, and burnt in consequence thereof. No allowance will be made for any hay, corn, agricultural produce, or other property which may be destroyed or damaged by its own natural heating; nor for any goods which may be destroyed or damaged while undergoing any process in or by which the application of fire heat is necessary; neither will the Company be responsible for loss or

damage by explosion, except for such loss or damage as shall arise from explosion by gas. This Company will not be answerable for any loss or damage occasioned by or in consequence of any invasion, foreign enemy, insurrection, civil commotion, riot, or any military or usurped power whatsoever.

VII.—The interests of any deceased person in any Policy of this Company may be continued to the Executor or Administrator, or to the person otherwise entitled to the property insured, provided the person so entitled shall procure his or her interests therein to be endorsed on the Policy, at the Office of the Company; and if property insured be removed to any other situation than where the same was deposited at the time of effecting the Insurance, the consent of the Company to such removal must be obtained, and the Policy endorsed allowing the same.

VIII.—Any person who shall have effected an Insurance on dwellings, houses or other buildings, and shall change the same to other houses or buildings, may have the benefit of their original Policies, if the nature and circumstances of their risk be not altered, upon their giving due notice of such change, at the Office of the Company, and the same being allowed by endorsement to be made upon the Policy.

IX.—That 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 endorsed on the Policy or Policies effected with this Company, otherwise such Policy or Policies will be void; provided, however, that on such notice being given at any time after the issue of the Policy, it shall be optional with the Company to cancel such Policy, returning the premium for the unexpired term thereof, if they shall then so deem fit. 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.

X.—That books of accounts, written securities, money, stamps, deeds, bills, bonds, bank notes, and gunpowder, will not be insured or comprehended in any Insurance effected by or with this Company; nor will any loss or damage, in any case, or of any description, be made good, when more than ten pounds of gunpowder shall be deposited or kept on the premises, nor where any camphine, naphtha, spirits of turpentine, earth oils, crude or refined petroleum, or spirits gas, are deposited or kept on the premises, unless the same shall be specially allowed in the body of the Policy.

XI.—Medals, coins, sealprints, curiosities, jewels, watches, trinkets, pictures, prints, drawings, manuscripts, minerals, curious or rare books, musical, mathematical, and philosophical instruments, china, glass, and looking-glasses, earthenware, fixtures, or utensils, are not included in any Insurance, unless they are specified in the Policy; and in case of loss, not more than £10 will be allowed on any one picture or print, unless a valued catalogue shall have been previously given in to the Office.

XII.—Persons insured by this Company, sustaining any loss or damage by fire, are forthwith to give notice thereof at the Office of the Company, or to the Agent of the Company through whom the Policy was effected, and within fourteen days, deliver in writing a particular account of their loss or damage as the nature of the case will admit of, such account of loss to have reference to the value of the property destroyed or damaged, immediately before such fire, and shall verify the same by the production of their books of accounts, and

by affidavit or a statutory declaration of the claimants, together with the testimony of their domestics, their servants, or other persons in their employ, and such vouchers and other evidence as in the judgment of the Directors, or any of them, or the Agent through whom the Policy was effected, may tend to prove such account and value, and shall produce such further evidence, and give such explanations as the Directors, or any of them, or such Agent as aforesaid, may reasonably require; and, until such accounts, declaration, testimony, vouchers, and evidence are produced, and such explanations given, the loss money shall not be payable; and if there shall appear any fraud or any false statement in such account of loss or damage, or in any of such books of account, or in any such testimony, vouchers, evidence, or explanations, or if such affidavit or statutory declaration shall contain any untrue statement, or if it shall appear that the fire shall have happened by the procurement or willful act, or by the means or connivance of the party or parties insured, or of the claimants, then such parties and all persons claiming under them, or either of them, shall be excluded from all benefits from the Insurance, and the Policy shall be absolutely void. And if no claim shall be made for the space of three months after the occurrence of any fire, the insured shall forfeit every right to restitution or payment by virtue of this Policy, and time shall be of the essence of the contract. No profit of any kind is to be included in any claim to be made under the Policy.

XIII.—The assured shall not be permitted to abandon any movable property insured, which shall be injured in consequence of fire, without the express consent of the Company or its Agent. In case of the removal of property to escape conflagration, the Company will contribute ratably with the insured and other Companies interested to the expenses of salvage and the damage the property may sustain by such removal; but the Company will not hold itself liable for any loss or damage upon property removed from any building (not actually on fire) contrary to the declared desire of the Officer or Agent of the said Company, or not ordered or sanctioned by such Officer or Agent, when present, and in a situation to be consulted by the assured.

XIV.—That in every case of loss or damage by fire for which the said Company shall be liable, the same, on better duly proved, shall either be paid immediately the claim is allowed by the Directors, or the said Company shall have the option, with all convenient speed, to rebuild, or repair, or restate, or replace the property insured, and in the case of buildings to put them into as good and substantial a condition as they were in at the time when such fire happened.

XV.—If any difference shall arise with respect to any claim for loss or damage by fire, and no fraud suspected, and the Company does not elect to rebuild, repair, restate, or replace the same, such difference shall be submitted to arbitrators, indifferently chosen, whose award, or that of their umpire, shall be conclusive.

XVI.—It is furthermore hereby expressly provided, that no suit or action of any kind against the said Company, for the recovery of any claim upon, under, or by virtue of this Policy, shall be maintainable in any court of law or equity, unless such suit or action shall be commenced within the term of twelve months next after any loss or damage shall occur; and in case any such suit or action shall be commenced against the said Company after the expiration of twelve months next after such loss or damage shall have occurred, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced.

CONDITIONS OF AVERAGE.—1. 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 each 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.

2.—But if 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.

3.—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.

Policies effected for Seven Years certain will be charged the Premium for Six Years only.

All Endorsements must be made at the Chief Office in London, and signed by the Secretary or other authorised Officer.