

FIRE POLICY

N<sup>o</sup> 66075

SUM INSURED.

£ 650

# SCOTTISH IMPERIAL Insurance Company.

PRESENT PAYMENT.

To Michaelmas 1875

£ 2:13:3

FUTURE PAYMENT.

At Michaelmas

£ 2:13:3

This Policy of Insurance Witnesseth THAT *M<sup>r</sup> Abraham Holz of No 191 Upper White Cross Street St Lukes London E.C. Woollen Draper and Piece Broker* *Robert Warburton Whiston* (hereinafter called the Insured,) having paid to the **Scottish Imperial Insurance Company** (hereinafter called the Company) the sum of *two pounds thirteen shillings three pence* for insuring against loss or damage by Fire, as hereinafter mentioned, the property hereinafter described, namely:—

- 7/6 £ 150 On Household Goods, Linen, Wearing Apparel, Printed Books, Plate, Wines and Liquors, China, Glass, Earthenware and Looking-Glasses, Pictures, Prints, and Drawings, (no one Picture, Print, or Drawing, in case of loss, to be valued at more than Ten Pounds) Philosophical and Musical Instruments, Printed Music, Watches, Jewels, and Trinkets, in the private use of the Insured *in his dwelling house with shop therein communicating situat, as aforesaid Brick built and slated or tiled*
  - 350 On stock and utensils in Trade therein
  - 1076 150 On stock and utensils in Trade in Warehouse at rear of said dwelling
  - 650 House brick and timber built and tiled.
- Memo: There is an Insurance for £ 500 on property described in the first two items with the North British and Mercantile Insurance Company*

THE COMPANY HEREBY AGREES with the Insured (but subject to the Conditions endorsed hereon, 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 *21<sup>st</sup>* day of *October 1874* and the *29<sup>th</sup>* day of *September 1875* both inclusive, or at any time afterwards, so long as, the Insured or his Representatives in interest shall pay to the Company, and they shall accept, the sum required for the renewal of this Policy, on or before the *29<sup>th</sup>* day of *September* in each succeeding year, the Company will, out of their 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

*Six Hundred and Fifty Pounds.*

Provided always, as it is hereby stipulated and declared, and by acceptance hereof agreed, that the Capital, Stock, and Funds of the Company shall alone be answerable for any demands arising under this Policy, and that none of the Members thereof shall be personally liable to any such demands, beyond the amount unpaid by them of their respective shares of said Stock.

In Witness whereof this Policy has been sealed with the Common Seal of the Company, and countersigned at GLASGOW, this *22<sup>nd</sup>* day of *October* 1874, by

*Alano Pittman* Director  
*James Graham* Director  
*David Lewis* Manager

} of the Company.

Examined, *N J H.*  
Entered, *N J H.*

THE CONDITIONS within referred to are as follows:—

1. Any material misdescription of any of the Property proposed to be hereby Insured, or of any Building in which Property to be so Insured is contained, and any misstatement of, or omission to state, any fact material to be known for estimating the risk, renders the Policy void as to the Property affected by such misdescription, misstatement, 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 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. The 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, Prints, Paintings, Drawings and Sculptures, Musical, Mathematical, and Philosophical Instruments, Patterns, Models and Moulds, unless specially mentioned in the Policy; nor Deeds, Bonds, Bills of Exchange, Promissory Notes, Money, Securities for Money, Stamps, and Books of Account; nor Gunpowder; nor Loss or Damage by Fire occasioned by or happening through Invasion, Foreign Enemy, Riot or Civil Commotion, or by or through the Spontaneous Fermentation or Heating of the subject Insured; nor Loss or Damage caused directly by Explosion, except Loss or Damage to a Building, or Property contained therein, caused by explosion of Gas in such Building.

4. The 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 as particular an account as reasonably practicable of such Loss or Damage, and of the estimated amount thereof, having regard to the value at the time of the Fire of the Property Damaged or Destroyed, and of the several Articles or matters to which the Loss or Damage applies, 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 any false statutory declaration be made in support thereof, or 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 they think fit, reinstate, or replace, the 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 Damage by Fire to any Building, or Property or Effects within a Building, in respect of which a claim is, or may be, made under this Policy, the Company may, without being deemed wrongdoers, by their authorized Officer and Servants, enter into, and for a reasonable time remain in possession of, such Building, Property, or Effects, for all reasonable purposes relating to, or in connection with, the Insurance hereby effected, and this Policy shall be evidence of leave and licence for that purpose.

9. If at the time of Loss or Damage happening to any Property, insured by this Policy, there be any other 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 in respect of such Loss or Damage more than such proportion as its liability, separately ascertained, shall bear to the aggregate liability upon all the Insurances covering such Property, separately ascertained in like manner, according to their respective Terms and Conditions, irrespective in each case of this or any similar Condition as to contribution.

10. In all cases where any other subsisting Insurance or Insurances, whether effected by the Insured or by any other Person, on 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; and in ascertaining the separate liability of this Company, as provided in the last preceding Condition, this Condition as to average shall be taken into account.

11. In case of any claim being made by the Insured, his or their representatives whomsoever, for Loss or Damage under this Policy, and of any dispute or difference arising regarding the same, the nature and amount of such Loss or Damage, and the right to recover the same, shall be determined by two neutral persons as Arbitrators and Valuers mutually chosen, or by an Umpire, whom they shall be empowered to appoint; and in case of the death or incapacity of either or both of the Arbitrators, or Umpire so appointed, another, or others, shall be appointed in his or their stead, as the case may be; with full power and authority to such Arbitrators, and Umpire, respectively, to ascertain the nature, and fix the amount, of Loss or Damage, and determine such dispute or difference as aforesaid, and award accordingly, as also to award costs, and determine by and to whom and in what manner the same shall be paid, and the award of the Arbitrators, or Umpire, as the case may be, shall be final and binding on the parties; it being expressly agreed and declared that the obtaining of such an award shall be a condition precedent to the enforcement of any claim for Loss or Damage under this Policy.

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

HEAD OFFICE.

50 WEST GEORGE STREET, GLASGOW.

BRANCH OFFICES.

LONDON,.....2 KING WILLIAM STREET.

EDINBURGH,.....17 GEORGE STREET.

LIVERPOOL,.....ORIEL CHAMBERS, WATER STREET.

MANCHESTER,....46 BROWN STREET.

MONTREAL,.....MERCHANTS' EXCHANGE

1874

SCOTTISH IMPERIAL  
INSURANCE COMPANY.

No. 66075

Name, Mr. Ashby

Sum £ 650

First Payment, £ 2:13:3

Annual Payment, £ 2:13:3

Renewable at Michaelmas

Agent, A. Sacker

Please read the Conditions, and examine this Policy; and if you find any error, return it immediately to be rectified.