



N<sup>o</sup>. 13983

*1854*

**Whereas** the following Sums have been paid by *Sampson Tomlinson of Gravelly Hill*

*near Birmingham Court*

To the **Birmingham Insurance Company, viz.**

Present Payment for Premium from <i>25 March 1822 to 25 March 1823</i>	£. s. d. 16..	Present Payment.
Present Payment for Duty to ditto	1.. 4..	£. s. d. 2..
Policy		

The Receipt of which respective Sums is hereby acknowledged: **and whereas** it hath been agreed that the following Sums shall hereafter be paid yearly to the said Company, on the Day aforesaid during the Continuance of this Policy, viz.

The future Annual Payment for Premium	£. s. d. 16..	Future Payment payable at Day
The future Annual Payment for Duty	1.. 4..	

For the Insurance from Loss or Damage by Fire, not exceeding in each Case the Sum or Sums hereinafter mentioned, on the Property hereby described in the Place or Places hereinafter particularized, and not elsewhere, unless previously allowed by Indorsement on this Policy, viz. On

*his now Dwelling House and Offices adjoining situate at Gravelly Hill*  
*amount Four Hundred Pounds On Household Goods and Linen Furniture*  
*Books, wearing Apparel & Plate Weapons & Liquors in private use therein*  
*Two Hundred Pounds On Stables detached Fifty Pounds On Warehouse*  
*detached Fifty Pounds On Live and Dead Farming Stock and Implements*  
*of Husbandry in an Hack yard on other part of his Farm situate at*  
*Gravelly Hill in a Building thereon One Hundred Pounds*

*All Wick Work and Field*  
*Growing Crops are not Insured by this Policy*

£800

M. P. The Interest of this Policy may be transferred by Indorsement at the Office with the Consent of the Directors: but not otherwise.

**Now be it known**, That from the Date of these Presents until the Day abovementioned, and so long afterwards as the said Assured shall duly pay, or cause to be paid, the said Premium and Duty to the said Company, at the Time aforesaid, and the acting Directors of the said Company, for the Time being, shall agree to accept the same, the Capital Stock and Funds of the said Company shall be subject and liable to pay to the said Assured, his Heirs, Executors and Administrators, all the Damage and Loss which the said Assured shall suffer by Fire on the Property herein mentioned, not exceeding, in each Case respectively, the Sums herein-before specified, on the Property herein-before set forth, according to the Tenor of the printed Proposals of the said Company, endorsed on this Policy: **Provided always**, and it is hereby expressly agreed and declared, that the true Intent and Meaning of these Presents is, that the Capital Stock and Funds of the said Company shall alone be answerable to the Demands thereupon under this Policy; and that no Member of the said Company shall upon any Account or Pretence whatsoever, be subject or liable to any Demands against the said Company, beyond his Share of the Capital Stock or Funds of the said Company, and which Share is set opposite his Signature to the Deed of Settlement establishing the said Company, or is mentioned in some other Deed referring thereto and declaring him to be a Member thereof, any Thing contained in this Policy, or in the said printed Proposals to the contrary notwithstanding.

**In Witness whereof** We (being three of the Directors of the said Company) have hereunto set our Hands and Seals, this *fourth* Day of *April* in the Year of our Lord one Thousand eight Hundred and *twenty two*

Signed, sealed, and delivered, being first  
 duly stamped, in the Presence of

*Thos. Sammons*

Ex<sup>ta</sup>. *R. H.*

*James Wood*  
*Wm. Anderson*  
*Wm. Whittingham*





# PROPOSALS FROM THE BIRMINGHAM FIRE-OFFICE,

UNION-STREET, BIRMINGHAM.

## For Insuring Houses, Warehouses, Manufactories, and other Buildings, Farming Stock, Goods, Wares, Merchandize, Ships in Harbour, and other Property,

### FROM LOSS AND DAMAGE BY FIRE,

## Empowered by Act of Parliament.

The Benefits arising to Society from the INSURANCE OF PROPERTY against FIRE, are now universally known and acknowledged in every Part of the civilized World. By Means of such Institutions the Effects of a Calamity, the most terrible in its Nature, and the most completely repaired, and the Rain of Individuals, of Families, and of Commercial Establishments, happily prevented.

The following Statement of the Capital will be sufficient to satisfy the Public of the undoubted Responsibility of this Company.

A Capital of THREE HUNDRED THOUSAND POUNDS has been subscribed in Shares of 1000l. each, which being so abundantly ample, the Company stipulate (as is declared in their Policies) that no Member thereof shall be called upon to pay a larger Sum than the Amount of his Subscription, upon any Account or Pretence whatsoever.

No Person insured in this Office is liable for the Loss of others, as in Contribution Societies.

#### TABLE OF ANNUAL PREMIUMS TO BE PAID FOR INSURANCE.

COMMON INSURANCE.	HAZARDOUS INSURANCE.	DOUBLE HAZARDOUS INSURANCE.
<b>BUILDINGS.</b> Brick or Stone Buildings covered with Slate, Tile, or Metal, with Party Walls of Brick or Stone, in which no Hazardous Trades are carried on, or Hazardous Goods are deposited.	<b>BUILDINGS.</b> Timber, Plaster, and Brick and Timber Buildings, and Brick or Stone Buildings, not having Party Walls of Brick or Stone, in which no Hazardous Trades are carried on, or Hazardous Goods deposited.—Brick or Stone Buildings, in which Hazardous Trades are carried on, or Hazardous Goods deposited.—Brick or Stone Water-Corn Mills, not having a Kiln.—Thatched Buildings not having a Chimney, nor adjoining to any Building containing one, and shops or Warehouses having German or Metal Stoves with Pipes.	<b>BUILDINGS.</b> Hazardous Buildings, in which Hazardous Trades are carried on, or Hazardous Goods deposited; Thatched Buildings having a Chimney, or adjoining a Building containing one; Windmills and Water-Corn Mills containing a Kiln.
<b>GOODS.</b> Household Goods, Merchandize, and Stock not Hazardous in Brick or Stone Buildings as above described.	<b>GOODS.</b> The Stock and Goods of Apothecaries, Chemists (without Laboratories) Tallow Chandlers (not Melbers) Oil and Colourmen, Oil Leathers Dressers, Soap-makers, Vinegar and Sweet-makers, Hat-grinders and Calenderers, Coopers, Carpenters, Cabinet and Coach-makers, Bread-bakers, Brewers, Malsters, Fish-dressers, White-washers, and Salt and Rope-makers.—Also Wines, Flax, Pitch, Tar, Turpentine, Resin, Tallow, and Oil; and Pictures, Horses, Carriages, Harness, and Fodder, in Brick or Stone Buildings.	<b>GOODS.</b> All Goods or Stock in Thatched Buildings, as above described; China, Gl-ss, and Pottery, Tallow-melters, Spermaceti, and Wax Refiners, and Wax Chandlers, Lamp Glass and Carr Glass-makers, Japanners, Boat Builders, and Tobacco Manufactories.
£3,000 or under - 2s. per Cent.	£1,000 or under - 3s. per Cent.	£1,000 or under - 5s. per Cent.

\* Larger Insurances on the above Description of Risks may be made by special Agreement.

The Buildings and Stock of Sugar Refiners, Sugar Grinders, Sea Biscuit Bakers, Dyers, Musical Instrument makers, Theatres, or Places for Public Exhibitions, Calico Printers, Flax Dressers, Chemists' Laboratories, Varnish-makers, Salt Petre Refiners, and Manufactories having Mill, Steam, or Engine Work, may be insured by special Agreement.—But Books of Accounts, Deeds, Notes, Bills, Bonds, and written Securities, Stamps, Tallies, Money, and Gunpowder cannot be insured upon any Terms; and Jewels, Medals, Curiosities, Prints (not in Trade) Paintings, Drawings, and Sculptures, are not included in any Insurance unless they are specified in the Policy.

Hay, Corn, and other Agricultural Stock (including Cattle and Implements of Husbandry) in any Building, or on any Part of the Farm, may be insured in one Sum, at 2s. per Cent.—The Office not to be subject to any Loss on Hay or Corn arising from its own natural Heating; but Losses by Fire from Lightning shall be made good.

No Charge made for Policies where the Premium amounts to Six Shillings, nor on Removal from other Offices.

#### CONDITIONS OF INSURANCE.

- I. If any Misrepresentation takes Place in the Description of Buildings, or Goods proposed to be insured, or if they are described in the Policy otherwise than as they really are, so that the same shall be charged at a lower Premium than ought to be paid; or if particular Circumstances of Risk, arising from the Use of the Building, or the Nature of the Goods proposed to be insured, shall not be specially mentioned in the Policy, such Insurances shall be of no Force.
- II. Insurance may be made for a shorter Period than a Year, by special Agreement; and Persons desirous of insuring for seven Years less than seven, a Discount on the Premium and Duty will be allowed of 1s. per Cent. on the second Year; 10s. per Cent. on the third, and so on, increasing 1s. per Cent. for every succeeding Year.
- III. No Loss or Damage by Fire happening by Invasion, Foreign Enemy, Riot, Military or Civil Commotion, Rebellion, Uttered Power, or Earthquake, will be paid. Persons insured must give Notice of any other Insurance made on their Behalf on the Property insured at this Office, and cause the same to be indorsed on their Policy, otherwise they will not be entitled to recover in Case of Loss. In Case of Death, the Policy may be continued by Indorsement to the Representative of the Party insured.
- IV. Premiums to be paid for Insurance to the Quarter-Day next ensuing the Payment, and from thence for one Year; and all Persons desirous of continuing their Insurance shall, as long as the Directors of the Office agree thereto, make their future Payment annually at the Office, or to some Agent of the Company, within fifteen Days after the Expiration of the Year, or forfeit the Benefit of the Policy; and no Insurance is to take Place till the Premium be actually paid.
- V. That Persons changing their Dwelling Houses, Shops, or Warehouses, may preserve the Benefit of their Policies, if the Nature and Circumstances of the Risk insured be not altered; but in all such Cases the Policy is not to be considered as remaining in Force, until due Notice of the Removal or Alteration be given at the Office of this Company, or to some Agent of the Company, and the same to be allowed by Indorsement, to be made by the Authority of the Company upon the Policy.
- VI. That in Case of Loss by Fire, an immediate Notice must be given to the Secretary, or to the nearest Agent of this Office, in order that the Directors may adopt such Proceedings as they shall deem most advisable; and the Claimant must deliver an Account, stating the Particulars according to the Nature and Quality of the Property destroyed or damaged, which Statement must be delivered upon the Oath or Affirmation of the Claimant; and such further Proof shall be made as the Directors may reasonably require; and a Certificate produced from the Minister and Churchwardens, together with some other respectable Inhabitants of the Parish not concerned in such Loss, importing that the Loss arose from Misfortune, &c. But if there shall appear any Fraud or false Swearing to support such Claim, or that the Fire shall have happened by Procurement, or by any wilful Act, Means, or Commission of the Claimant, the Claim shall be wholly invalid.—And if no Claim shall be made for the Space of three Months; or if any Repairs shall be begun before Notice is given as aforesaid, the Insured shall be excluded from all Benefit by Virtue of his Policy.
- VII. That after having ascertained the Particulars and the Extent of such Loss or Damage, the Directors shall be at Liberty either to pay to the Insured the Amount thereof, or as frequently as possible to provide and supply the Insured with the like Quantity and Sort of Goods of equal Value; or to rebuild or repair any Buildings, Machinery, or Premises so damaged or destroyed, as the Case may be—old or inferior Buildings to be repaired or valued accordingly—to that in all Cases the Insured may be fully and effectually indemnified for all such Losses and Damages, as far as the Amount insured thereon may allow.
- VIII. That in Case any Difference shall arise between the Insurer and the Directors, all such Difference to be submitted to Arbitrators, whose Award shall be final and binding.
- IX. Buildings constructed on Principles to prevent Fire may be insured at a smaller Premium.—No Receipts are to be taken for the Renewal of Insurances, but such as are printed and issued from the Office.
- X. To encourage the Removal of Goods insured in this Office, out of any House or Premises on Fire, or out of any House or Premises adjoining or contiguous to any Building on Fire, all reasonable Expenses attending the same will be allowed.

ROBERT INWOOD WITHERIDGE, Secretary.