

THE BRIGHTON AND SUSSEX

Union Fire Insurance Company, LIMITED.

OFFICES: UNION CHAMBERS, 162, NORTH STREET, BRIGHTON.



No. 4287

Directors:

CHAIRMAN - WILLIAM THACKERAY MARRIOTT, ESQ., Q.C., M.P.

Mr. HENRY ABBEY, (Vice-Chairman)
JOHN BEAL,
BENJAMIN BENNETT,

Mr. GEORGE FREEMAN,
FREDERICK HAYLLAR,
WILLIAM HUDSON,

Mr. HENRY JOHN INFIELD,
ROBERT McKERGOW,
THOMAS SMITH.

Mr. WM. DAWSON SAVAGE, J.P.
WM. WALLACE SAVAGE

Manager - R. H. PERRY.

Secretary - J. B. MADDEN.

Premium now payable

Sum Insured

Future Annual Premium

From 25th December 1884
To 25th December 1885

£ 4: 10: 10.

£ 1000 - 0 - 0.

£ 4: 10: 10.

Due at Christmas

This Policy of Insurance Witnesseth That Messrs Cassell & Company Limited of La Belle Sauvage Yard, Fleet Lane and Old Bailey in the City of London, Printers, Publishers & Bookbinders

(hereinafter called the Insured), having paid to The Brighton and Sussex Union Fire Insurance Company, Limited, (hereinafter called the Company), the sum of Four pounds ten shillings & ten pence for Insuring against Loss or Damage by Fire, as hereinafter mentioned, the Property hereinafter described, in the several sums following, namely -

£ 1000 Being £400 (say two hundred and forty) of the several amounts specified in the Schedule hereto annexed, which is to be taken as a part of this Policy, being in respect of the Insurance of the several Buildings and Contents of the Premises occupied by Messrs Cassell & Company, Limited, situate as aforesaid, brick and stone built and tiled or slated, and more particularly described on Plan & Report lodged in this Office, making the sum assured by this Company One thousand Pounds

Present & Future Annual Premium £ 4 - 10 - 10

Insurances in other Offices allowed the amounts to be declared in the case of loss

Form A 47-141-134 2/3

The Company hereby agrees with the Insured, (but subject to the Terms Conditions printed on 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 twenty-fifth day of December, 1884, and the twentieth day of December, 1885, both inclusive, or at any time afterwards, so long as the Insured or her Representatives in interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, on or before the twentieth day of December 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, (unless previously allowed by endorsement on the back hereof), and not exceeding in the whole the sum of One thousand Pounds

Provided always that the Capital, Stock, and Funds, of the Company, shall alone be liable to answer and make good all Claims and Demands under or by virtue of this Policy, and that no Director, Shareholder, or Member of the Company shall be in anywise subject or liable to any such Claims or Demands, nor be in anywise charged or chargeable by reason of this Policy, beyond the amount for the time being payable on his or her Share or Shares in the Capital of the Company.

In Witness whereof the above-named Company have hereunto set their Common Seal this twenty-ninth day of January 1885.

The Seal of the above-named Company was hereunto affixed in the presence of

Examined,

Handwritten signature

Entered,

Handwritten signature

Handwritten signature

Handwritten signature

DIRECTORS.



Handwritten signature

Secretary Manager

UNION FIRE INSURANCE COMPANY,

LIMITED.

Offices: UNION CHAMBERS, 162, NORTH STREET, BRIGHTON.



Policy No. 4287

Name *Messrs Cassell & Comp^{ts}*

Sum Insured £ 1000.

Present Premium £ 4: 10: 10.

Renewal Payment due *Christmas*

Annual Premium £ 4: 10: 10.

It is important that the Person effecting this Insurance should carefully examine this Policy to see that it correctly describes the Property to be insured.

BRIGHTON AND SUSSEX UNION FIRE INSURANCE COMPANY (Limited).

CONDITIONS.

The conditions referred to in this Policy are as follows:—

Any material misdescription of any of the property proposed to be hereby insured, or of any Buildings in which property to be so insured is contained, and any mis-statement 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, mis-statement, or omission respectively.

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 such case the assent or sanction of the Company signified by endorsement hereon the Insurance as to the property affected thereby ceases to attach.

The Policy does not cover Property held in Trust, or on Commission, unless expressly described as such; nor Chins, 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 by Explosion, except Loss or Damage to a Building, or Property contained therein, caused by explosion of Gas in Domestic use.

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.

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 15 days at latest to deliver to the Company as Particular an Account as is 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.

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.

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.

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 wrong-doers, by their authorized Officers 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 license for the purpose.

Persons insuring property at this Office must give notice of any other Insurance which at the time of their so insuring may have been, or which at any time afterwards may be effected elsewhere on the same property by them, or on their behalf, and cause a minute or memorandum of such other insurance to be endorsed on their policies. And 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.

In all cases where any other then 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 for in the last preceding condition, this condition as to average shall be taken into account.

If any difference shall at any time arise between the Company and the insured or any claimant under this Policy as to the amount of any loss or damage by fire, or as to the fulfilment or non-fulfilment of any of the conditions herein set forth, or as to any question, matter, or thing concerning or arising out of this insurance, every such difference as and when the same shall arise, 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. And in case either party shall refuse, or neglect to appoint, an arbitrator within 28 days after notice, the other party shall appoint both arbitrators; and in case of disagreement between the Arbitrators, then of an Umpire who shall have been chosen by the Arbitrators before entering on the reference, and in the case of the death of the Arbitrators, or of one of them, or of the said Umpire, another, or others, shall be appointed in their or his stead, and the cost of the reference and award shall be in the discretion of the Arbitrators or Umpire as the case may be; who shall award by whom, and in what manner the same shall be paid. And it is hereby expressly declared to be a condition of the making of this policy, and part of the contract between the Company and the Insured, that the party Insured or claimant, shall not be entitled to commence or maintain any action or proceeding on this Policy till the amount due to the insured shall have been awarded, as hereinbefore provided, and then only for the sum if any so awarded, and the obtaining of such award shall be a condition precedent to the commencement of any action or proceeding upon the Policy.

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.