

HANK HOLLINGSBOND
INSURANCE BROKERS,
7 & 7 1/2, WARRIOR, L.A.
EXAMINED *MLC*
ENTERED *11/22 433*

No. 5

£1500



THE
GLASGOW & LONDON
INSURANCE COMPANY LIMITED

PRESENT PAYMENT.

From *August 4th* 1885
To *Christmas* 1886
Premium £ *7 : 19 : 6*
Returns Premium
Policy No. Canceled

Registered Office:

161, WEST GEORGE STREET,
GLASGOW.

Chief Office:

37, LOMBARD STREET,
LONDON.

ANNUAL PAYMENT.

At *Christmas*
£ s. d.
Premium £ *5 : 12 : 6*

This Policy of Insurance Witnesseth, THAT *Messrs S & J Watts & Company* of *Portland Street, Manchester. Merchants & Warehousemen.*

hereinafter called the insured, having paid to the GLASGOW & LONDON INSURANCE COMPANY, LIMITED, hereinafter called the Company, the sum of *Seven pounds nineteen shillings & Six pence* for insuring against Loss or Damage by Fire or Lightning, as hereinafter mentioned, the Property hereinafter described, in the several sums following, namely:

Merchandise, the Assureds own in Trust or on Commission or on joint account with others, and on other contents of their Warehouse situate as aforesaid, and lettered A on plan lodged in this Office and dated August 1882

Said Warehouse communicates by double iron doors with Warehouse lettered BC

£1500-

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 or Lightning, at any time between the *4th August 1885* and the *25th December 1886* both inclusive, or at any time afterwards, so long as the Insured or *their* Representatives, being Successors in interest, shall pay to the Company, and it shall accept the sum required for the renewal of this Policy, on or before the *25th 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, and not exceeding in the whole the sum of *One thousand five hundred pounds*

In Witness whereof, the Common Seal of the said Company hath been hereunto affixed in the presence of the undersigned Directors, the *twenty eighth* Day of *August* 1885

Examined *Sti*
Entered *Wm*

Quarshington
GENERAL MANAGER & SECRETARY

J. A. C. Mansel
Directors

Please read this Policy, and the Conditions at the back thereof, and return it immediately to the Office should any alteration in the description of the Property insured be required.



THE CONDITIONS within referred to are as follows :-

1. Any material mis-description of any of the Property expressed to be hereby insured, or of any Building or Place in which any of the Property is herein stated to be contained, or any omission to disclose, or any misrepresentation as to any fact material to be known to the Company for estimating the risk, renders this Policy void so far as regards the Property affected by such mis-description, omission or misrepresentation.
2. If after the Insurance has been effected, anything whereby the danger of Loss, or Damage by Fire to any of the Property hereby insured is increased be done thereto, or to or upon or in any Building or Place in which any of the Property hereby insured is contained, or if any of the Property be removed from the Building or Place in which it is herein stated to be contained, without, in each and every case, the sanction of the Company, signified by a memorandum made on the Policy by or on behalf of the Company, the Insurance as to the Property affected thereby shall cease to attach.
3. This Policy does not cover Goods held by the Insured in trust or on commission, unless expressly described as such in the Policy, nor China, Glass, Looking-glasses, Jewels, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Government Stamps, Engravings, Prints, Paintings, Drawings, Sculptures, Tapestries, Musical, Mathematical, or Philosophical Instruments, Plans, Patterns, Models, Moulds or Designs, unless specially mentioned in the Policy, nor Deeds, Bonds, Bills of Exchange, Promissory Notes, Money or Securities for Money, Documents of Title to Goods, Books of Account, or Gunpowder; nor does it cover Loss of or Damage to Property occasioned by its undergoing any heating process, nor Loss of or Damage to Property arising from the Spontaneous Fermentation or Heating of such Property, nor by Explosion, except Loss or Damage by Explosion of Gas in a Building not forming part of any Gasworks; nor does it cover any Loss or Damage occasioned by or in consequence of Invasion, Foreign Enemy, Hostilities, Riot, Civil Commotion, or Earthquakes.
4. This Policy ceases to be in force as to any of the Property hereby insured upon the interest of the Insured therein passing from him otherwise than by Will or operation of Law, unless notice thereof be given to the Company and the Insurance be declared to be continued to a successor in interest by a memorandum made on the Policy by or on behalf of the Company.
5. On the happening of any Loss or Damage the Insured shall forthwith give notice thereof in writing to the Company, and shall within fifteen days after such Loss or Damage, and at his own expense deliver to the Company a claim in writing for the Loss or Damage, stating the several amounts of the Loss or Damage in respect of all the several items of Insurance respectively, and containing as particular an account as may be reasonably practicable of the several articles and things damaged or destroyed, with the estimated value of each of them respectively, having regard to their value at the time of the Loss or Damage. The Insured shall also produce and give to the Company's when, where, and to whom, and in manner required by it, and at his own expense, all such plans, specifications, estimates, deeds, books of account, vouchers, invoices, copies thereof, documents, proofs, and explanations with respect to the claim and the alleged Loss or Damage, and the circumstances of the Loss or Damage, and the ownership of or interest in the Property hereby insured, and as to other Insurances, and also as to all other matters as may be reasonably demanded; and also if required shall make and cause to be made statutory declarations of the truth of the claim and of any of the matters aforesaid, and no claim whatever under this Policy shall be payable unless the terms of this Condition have been complied with.
6. If the claim be in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account, entry, voucher, invoice, or other document, proof, or explanation be produced or given, or if any fraudulent means or devices are used by the Insured, or any one acting on his behalf, to obtain any benefit under this Policy, or if any false statutory declaration be made, or if any loss or damage be occasioned by the willful act or with the connivance of the Insured, all benefit under this Policy is forfeited.
7. The Company at its option at any time, whether or not the amount of the loss or damage has been adjusted or ascertained, or an award has been made, instead of paying such amount may make good the loss or damage wholly or in part by rebuilding, reinstating, repairing, or replacing any of the buildings or other property hereby insured, or such parts thereof as the Company may think fit. In case the Company elect to do so, the Insured, at his own expense, shall supply or produce as and when required all plans, specifications, measurements, documents, books, and information, oral and documentary, which may be requisite for the purpose. Provided always that the Company shall not in any case be liable to lay out or expend in respect of any one of the items insured more than the sum insured by the Company thereby.
8. On the happening of any Loss or Damage in respect of which a claim is or may be made under this Policy, the Company and every person authorised by the Company may enter, take and keep possession of the Building or Premises where the Loss or Damage has happened, and may take possession of, or require any Property of the Insured on the Premises at the time of the Loss or Damage or any of the Property hereby insured, to be delivered to them, and may examine, sort, sift, arrange, remove, and keep possession of such Property until the claim is adjusted or settled, without thereby incurring any liability, and this Condition shall be evidence of the authority of the Company

- and of the leave and license of the Insured so to do. If the Insured or any one acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in doing any of the above-mentioned acts, then all benefit under this Policy shall be forfeited.
9. The Company may, in the name of the Insured at any time, whether before or after the adjustment or ascertainment of any alleged Loss or Damage insured against, sell or dispose of any Salvage, or any part of the Property taken possession of or removed by its authority, and this condition shall be evidence of the authority of the Company, and of the leave and license of the Insured so to do. And in the event of the Policy being void, ceasing to attach, or its benefit being forfeited the Company shall not be liable in respect of such sale or disposal to any greater amount than the net proceeds of such Salvage or Property. The Insured shall not, in any case, have any right to abandon any Property to the Company whether taken possession of by the Company or not.
10. If, at the time of any Loss or Damage happening to any of the Property hereby insured, there be any other subsisting Insurance or Insurances, effected by the Insured or by any other person or persons on his behalf, covering the same Property, this Company shall not be liable to pay or contribute more than its rateable proportion of such Loss or Damage.
11. In all cases where any other subsisting Insurance or Insurances, effected by the Insured or by any other person or persons on his behalf, covering any of the 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.
12. On the happening of any Loss or Damage, the Insured shall forthwith give notice in writing to the Company of all other Insurances effected by him or on his behalf covering any of the Property hereby insured, and no claim under this Policy shall be payable until such notice shall have been given.
13. No Insurance will be in force until, nor will the Company be liable in respect of any Loss or Damage happening before the Premium, or a Deposit on account thereof, is actually paid, and no such Payment or Deposit and no Payment in respect of the renewal of this Policy shall be good unless a receipt for it, upon a printed form issued from the Office of the Company and signed by one of the Company's authorised officers or Agents, shall have been given to the Insured.
14. Every notice or communication to the Company required by any of these Conditions must be written or printed.
15. If and whenever any difference or differences shall arise between the Insured or any Claimant under this Policy and the Company as to any claim for any Loss or Damage, or any other claim against the Company, or as to any matter touching the rights, duties, and liabilities of the Insured or the Company, or otherwise in any way relating to or arising out of this Policy, such difference or differences shall be referred to the decision of an Arbitrator, to be appointed by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, of whom one shall be appointed by each of the parties; and in case of disagreement between the Arbitrators, to the decision of an Umpire, to be appointed by the two Arbitrators before entering upon the reference, who shall sit with the Arbitrators and preside at their meetings during the reference, and the death of any of the parties shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators, or Umpire respectively. And the Arbitrator, Arbitrators, or Umpire, at the request of either party, shall state the facts upon any question of law in a Special Case for the opinion of the Court, and shall have power to make one or more awards as to any of the matters in difference respectively at their or his discretion; and the costs of the reference and award shall be in the discretion of the Arbitrator, Arbitrators, or Umpire making the award, who shall have power to determine the amount of the costs of the reference and award respectively, or any part thereof, or to direct the same to be taxed, and to direct when and by whom and to whom and in what manner such costs or any part thereof shall be paid. And the submission to arbitration shall be subject to the provisions of The Common Law Procedure Act, 1854, or any statutory modification thereof, and may be made a rule of Her Majesty's High Court of Justice in any Division, upon the application of either of the parties. And the Company shall not be liable in respect of any claim for any loss or Damage, or for any act, neglect, or default in the exercise of any of the powers and authorities given to it by the Policy or otherwise, unless and until the liability of the Company and the amount of its liability in respect of the claim shall, if not admitted, have been referred to and determined by such Arbitrator, Arbitrators, or Umpire, whose award thereon shall be a Condition precedent to any liability of the Company or any right of action against the Company in respect of such claim.
16. Whenever any person is referred to herein as the Insured, such description shall include not only the person effecting the Policy, but his successor in interest duly acknowledged by a memorandum made on the Policy by or on behalf of the Company.
17. In all cases where this Policy is void, or has ceased to be in force or to attach, or all benefit under it is forfeited, all moneys paid in respect thereof will be forfeited to the Company.

In the case of Insurances for short periods, or expiring at any other date than one of the quarter days, the liability of the Company will absolutely cease at Four o'clock in the Afternoon of the day specified in the Policy.

Renewal Premiums must be paid annually within Fifteen Days after the expiration of each year, or the Insurance will be void.

Rents are not Insured by this Policy unless specified and a separate sum placed on them.

Policies can be effected for Seven years by the prepayment of Six years' Premiums.

