

Home Fire Insurance Company, Limited.

HEAD OFFICE:

Policy No. 142

82 WEST REGENT STREET, GLASGOW.

Sum Insured, £100

PRESENT PREMIUM, £ 3 : 9

ANNUAL PREMIUM, £ 3 : 6



Whereas William Lamberton, 181 Shamrock Street, Glasgow, Provision Merchant.

hereinafter called "the Insured," having paid to the HOME FIRE INSURANCE COMPANY, LIMITED, hereinafter called the "Company," the Sum of Three Shillings and Ninepence for insuring against Loss or Damage by Fire the Property hereinafter described, in the several Sums following—namely, On Household Furniture, linen, wearing apparel, printed books, plate, wines and liquors, clocks, watches, jewellery and trinkets, China, glass, looking glasses, earthenware, musical, mathematical and philosophical instruments, paintings, prints and pictures (no one painting, print or picture in case of loss to be deemed of greater value than ten pounds) all in private use in Insured's dwelling house situate as aforesaid being part of a stone or brick and slated building forming Nos 179 to 183 of said street and 176 to 178 St Georges Road occupied as shops and dwelling houses One hundred pounds

2. 14 11 15 90
51. less

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18 MAY 86
GLASGOW.

The Company hereby agrees with the Insured that if the Property above described, or any part thereof, shall be destroyed or damaged by Fire at any time between the 20th day of April 1886 and the 20th day of May 1886 both inclusive, or thereafter so long as the Insured shall pay, or cause to be paid to the Company, and the Company shall accept the Sum required for the renewal of this Policy on or before the fifteenth day of May in each succeeding year, the Capital Stock and Funds of the Company shall be subject and liable to pay or make good to the Insured, all such loss or damage, not exceeding the Sum or Sums of Money respectively before written, and not exceeding in the whole the Sum of One hundred pounds

And it is hereby **Provided and Agreed**, That this Policy shall be subject to the Conditions of Insurance printed hereon, which shall be held as forming part of the Policy.

In Witness Whereof We, Two of the DIRECTORS and the MANAGERS of the said Company, have subscribed these presents at Glasgow, the Twenty fifth day of April in the Year One Thousand Eight Hundred and Eighty Six.

Examined R.S.

Entered R.S.

Malcolm Campbell Director.

Robt. Caldwell Director.

H. J. Smith Managers.

THE CONDITIONS referred to in this Policy are as follow:

- Any material mis-description of any of the Property proposed to be hereby insured, or of any Building or Place in which Property to be so insured is contained, or any mis-statement of, or omission to state, any fact material to be known for estimating the risk, renders this Policy void as to the Property affected by such mis-description, 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 hereby insured, or any Building or Place 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.
- The interest of the Insured, if other than that of absolute owner of the Property, must be stated, and this 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, Government Stamps, Prints, Paintings, Drawings, Sculptures, Musical, Mathematical or Philosophical Instruments, Patterns, Models, or Moulds, unless specially mentioned in the Policy; nor Bonds, Bills of Exchange, Promissory Notes, Money, Securities for Money, or Books of Account; nor Gunpowder; nor Loss or Damage to Property, occasioned by or happening through its own Spontaneous Fermentation or Heating, or the mis-application of fire heat in any process of manufacture, or by or through Invasion, Foreign Enemy, Riot, Civil Commotion, or Military or Armed Power; nor Loss or Damage by Explosion, except Loss or Damage by Explosion of Gas in a Building not forming part of any Gas Works.
- This Policy ceases to be in force as to any Property hereby insured, the absolute beneficial ownership in 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.
- No receipts are to be taken for premiums of Insurance but such as are printed and issued from the Head Office in Glasgow, and signed by one of the Officers or Agents of the Company. If a Policy is expressed to be renewable, and is intended by the Insured to be renewed, it may be continued in force by payment of the premium within fifteen days after the date of renewal specified in the Policy.
- 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 may be reasonably practicable of the several articles or matters damaged or destroyed by Fire, with the estimated value of each of them respectively, having regard to their several values at the time of the Fire, 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 shall have been given and produced, and such statutory declaration, if required, shall have been made.
- If the claim be in any respect fraudulent, or if any statement or statutory declaration made in support thereof be false, or

if the Fire was occasioned by or through the wilful act, procurement, or connivance of the Insured or any Claimant, all benefit under this Policy is forfeited.

8. The Company may, if it think fit, reinstate or replace 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.

9. On the happening of any Loss or Damage by Fire to any Property in respect of which a claim is, or may be, made under this Policy, the Company, without being deemed a wrong-doer, may, by its authorized Officer and Servants, enter into the Building or Place in which such Loss or Damage has happened, and for a reasonable time remain in possession thereof and of any Property hereby insured which is contained therein, 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 that purpose.

10. If at the time of any Loss or Damage by Fire happening to any Buildings or other Property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person, covering the same, 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, whether effected by the Insured or by any other person, covering any Buildings or other Property hereby insured, either exclusively or together with any other Property in and subject to the same risk only, shall be subject to the Conditions of Average, the Insurance on such Property under this Policy shall be subject to the Conditions of Average in like manner.

12. Where the Company does not claim to avoid its liability under the Policy on the ground of fraud or non-fulfilment of any of the Conditions hereinbefore set forth, but a difference at any time arises between the Company and the Insured or any claimant under this Policy as to the amount payable in respect of any alleged loss or damage by fire, every such difference, when and as the same arises, shall be referred to the arbitration of some person to be chosen by both parties, or 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 twenty-eight 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 his or their stead; each party to pay his or their own costs of the reference, and a moiety of the costs of the award; and the award of the Arbitrators or Umpire, as the case may be, shall be finally binding upon all parties, and shall be conclusive evidence of the amount payable in respect of the said loss or damage. 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 where the Company does not claim to avoid its liability under the Policy on the ground of fraud or non-fulfilment as aforesaid, the party insured or claimant shall not be entitled to commence or maintain any action at law or suit in equity on this Policy till the amount due to the Insured shall have been awarded as hereinbefore provided, and then only for the sum so awarded, and the obtaining of such award shall be a condition precedent to the commencement of any action or suit upon the Policy.

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

Home, Fire Insurance Co.
(LIMITED).

FIRE POLICY.

No. 142.

William Lambert
181 Shamrock Street

Amount Insured, £ 100 " "

Present Premium, £ " 3.9

Annual Premium, £ " 3.6

Please revise the Policy, and if not correct return it
immediately to be rectified.

J. L. & J. L. Selkirk
82 West Regent St.
Agents.

