

POLICY NUMBER

N. 11288

SUM INSURED

£ 500 . 0 . 0

Messrs J. L. & C. Collins & Co
London



LONDON AND NORTH WESTERN

Fire Insurance Company Limited.

CAPITAL £1,000,000.

Premium £. 6. 15. 0



This Policy of Insurance Witnesseth THAT, Messrs Thompson Shannon and Company of Panama Street, Wellington, New Zealand Merchants

(hereinafter called the Insured) having paid to the LONDON AND NORTH WESTERN FIRE INSURANCE COMPANY LIMITED, (hereinafter called the Company), the Sum of Six pounds fifteen Shillings for Insuring against Loss or Damage by Fire, as hereinafter mentioned, the Property hereinafter described, in the Sum or several Sums following, namely:—

£500 On Stock in trade in their new Warehouse, built of wood and iron and roofed with iron, situated in Panama Street, Wellington, New Zealand, detached thirty feet from any other Building except on side nearest Lampton Quay.

Other insurances allowed. Amounts to be declared in case of loss.

The Company hereby agree with the Insured (but subject to the Conditions 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 Sixteenth day of June 1883, and Four o'clock in the Afternoon of the Sixteenth day of June 1884, the Company will, out of their Capital, Stock, and Funds, pay or make good to the Insured the value of the Property so destroyed, or the amount of such damage thereto, to an amount not exceeding in respect of each or any of the several matters above specified, the Sum set opposite thereto respectively, and not exceeding in the whole the Sum of One Hundred Pounds. And also not exceeding, in any case, the amount of the insurable interest therein of the Insured at the time of the happening of such Fire.

In Witness whereof, This Policy has been sealed with the Common Seal of the Company, signed by Two Directors, and countersigned by the Manager, this Twenty second day of June 1883.

Examined [Signature]

Countersigned
Samuel Butler
Manager.

John Harwell
Leonel

DIRECTORS.





THE LONDON AND NORTH WESTERN FIRE INSURANCE COMPANY LIMITED

THE CONDITIONS referred to in this Policy are as follows:-

- 1.-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 omission to state the existence of any hazardous trade, or of any apparatus or by which heat is produced other than that in common fire-places, chimneys, and any mis-statement of, or omission to state, any fact material to be known for estimating the risk, whether at the time of effecting the Insurance or afterwards, renders this Policy void as to the Property affected by such mis-description, mis-statement, or omission respectively.
- 2.-If after the risk has been undertaken by the Company, anything whereby the risk is increased be done to, in, or upon, Property hereby Insured, or to, on, or in, 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, or if any addition to the risk arise from any other cause whatsoever, without, in each and every of such cases, the assent or sanction of the Company, signified by endorsement hereon, or if the Insured shall refuse or neglect to pay any further Premium which may be demanded in consequence of any increase of risk, the Insurance as to the Property thereby affected ceases immediately thereupon to attach.
- 3.-This Policy does not cover Property held in Trust, or in Commission, unless expressly described as such; nor China, Glass, Looking Glasses, Jewels, Clocks, Watches, Trunks, Metals, Cutlery, Manufactures, Prints, Paintings, Drawings, Sculptures, Maps, Medicaments, and Pharmaceutical Stores, Money, Securities for Money, Stamps, and Books of Account, nor Furniture, nor Loss or Damage by Fire contained by or by or through any Earthquake or Hurricane, or by or through the Spontaneous Ignition or Heating of the subject Insured, nor Goods destroyed or damaged with unexploded any person by which the application of Fire Heat is necessary; nor Loss or Damage by Explosion, except manufactured.
- 4.-No Insurance proposed to the Company is to be considered in force until the Premium be actually paid. No receipts for any Premiums of Insurance shall be valid or available for any purpose whatever, except such as are printed and issued from the Company's Office, and signed by one of the Clerks or Agents of the Office; and any condition or proviso contained in, endorsed upon, or referred to, in any such receipt shall be taken as part of this Policy.
- 5.-This 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 is given to the Company, and the substance of the Insurance in favour of such other person be declared by a nomination indorsed hereon by, or on behalf of, the Company.
- 6.-On the happening of any Loss or Damage by Fire to any of the Property hereby Insured, the Insured must forthwith give notice in writing thereof to the Company, and within fifteen days at least deliver to the Company as particular an account as may be reasonably practicable of the several Articles or matters Damaged or Destroyed by Fire, and also of all other Articles and matters Insured by this Policy, 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 give all such vouchers, proofs, and explanations and other evidence as may be reasonably required by, or on behalf of, the Company, 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 or satisfiable unless

- and until such notice, account, proofs, and explanations or evidence respectively, shall have been given and produced as aforesaid, and such statutory declaration, if required, shall have been made.
- 7.-If the claim be in any respect fraudulent, or if any false statutory declaration be made or used in support thereof, or if the Fire be occasioned by or through the procurement or with the knowledge or connivance of the Insured, all benefit under this Policy is forfeited.
- 8.-The Company may, if they think fit, at their option, 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.
- 9.-On the happening of any Damage by Fire to any Building or Place, or Property or Effects within any Building or Place, in respect of which a claim is, or may be, made under this Policy, the Company, without being deemed wrong-doers, may, by their authorized Officers and Servants, or others, enter into, and for a reasonable time remain in possession of, such Building or Place, Property, or Effects, for all reasonable purposes relating to, or in connection with, the Insurance hereby effected, and this Policy shall be evidence of lease and licence and authority for that purpose.
- 10.-The Insured must give notice to the Company of any Insurance or Insurances made elsewhere on the Property hereby Insured, or any part thereof, the particulars of which must be endorsed on the Policy, and unless such notice be given and endorsement be made, the Insured will not be entitled to any benefit under this Policy.
- 11.-If at the time of any Loss or Damage by Fire happening to any Property hereby Insured there be any other subsisting 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 the returable proportion of such Loss or Damage.
- 12.-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, is 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 to like manner.
- 13.-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, and no fraud be suspected, every such difference, so and when the same arises, 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; or in case of disagreement between them, then of an Umpire to be chosen by the Arbitrators before entering on their reference; and the costs of the reference shall be in the discretion of the Arbitrators or Umpire, as the case may be, shall be final and binding on all parties; and this Condition shall be deemed and taken to be an Agreement to refer as aforesaid. And it is hereby expressly stipulated and declared that the obtaining of an award by such Arbitrators or Umpire (as the case may be) shall be a condition precedent to the liability or obligation of the Company to pay or satisfy any claim under this Policy for Loss or Damage in respect of which any such difference may have arisen, and to the enforcement of any such claim.
- 14.-In all cases where this Policy is void, or ceases to be in force, under any of the foregoing Conditions, all monies paid to the Company in respect thereof will be forfeited.

