



UNIVERSAL

INSURANCE COMPANY
LIMITED.

PLATE

GLASS



NICHOLAS HOUSE, KING WILLIAM STREET,
HEAD OFFICE
LONDON, E.C.

First Premium, to Christmas 1885

Annual Premium, payable at Xmas

£ 10 . 6

£ 10 . 6

This Policy of Insurance witnesseth THAT J. Plant
Wheler Street, Edgells, Birmingham the Boot & Shoe Dealer
hereinafter called the Insurer, having paid to the UNIVERSAL PLATE GLASS INSURANCE COMPANY, LIMITED
(hereinafter called the Company), the sum of _____ pounds Five shillings and
Six pence, for insuring against breakage the property hereinafter described, as per proposal made by
the Insurer, namely:

- 2 Plane Plain Plate 122x64 Front
 - 1 " 122x82 Return
 - 1 " 43x30 Saw
 - 1 " 28x66 Door
 - 6 Rough Plate 30x12 Bottom Window
- 2 Planes

The Company hereby agrees with the Insurer (but subject to the Conditions set forth within and 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 broken or destroyed by or from any cause whatsoever, between the Twenty-fifth day of December, 1884, and the Twenty-fifth day of December, 1885, both inclusive, or at any time afterwards, so long as the Insurer shall pay to the Company the sum required for the renewal of this Policy on or before the Twenty-fifth day of December in each succeeding year, the Company will, out of its Capital, Stock, and Funds, be subject and liable to pay and make good to the said Insurer all such loss or damage which the said Insurer shall suffer on or in respect of, or which shall happen to the said property hereinbefore mentioned and described, by or from any cause whatever, saving the exceptions hereinbefore specified.

Provided always and it is hereby expressly declared that the Funds and Property of the Company shall alone be answerable for the payment of the moneys issued by this Policy, and that no Director of the Company by whom this Policy is executed, nor any other Proprietor of the Company, shall be responsible for the payment of or contribution towards the moneys insured by this Policy, or be liable to any demand against the Company on any pretence whatsoever beyond the amount of the unpaid part of his or her Share or Shares in the subscribed Capital of the Company, and that no person insured by the Company shall be liable to any demand against the Company on any pretence whatsoever.

In Witness whereof this Policy has been sealed with the Common Seal of the Company, and signed by two of the Directors of the Company, this Twenty-first day of January 1885.

Examined Mr
Agency George Shread
Agent 122 Wharfe Row



R. Kearn
F. J. Kearn
W. J. Kearn
Directors.
Secretary.

UNIVERSAL
Plate Glass Insurance Company,
LIMITED.

Head Offices:

NICHOLAS HOUSE, KING WILLIAM STREET,
LONDON, E.C.

J. Plant
Birmingham

Policy No. 3835

The Number of this Policy must be given in all
communications.

Please to examine your Policy, and if incorrect
return same for alteration.

AGENT:

George Sheard
122 Colours & Sons

CONDITIONS OF INSURANCE.

I.

Any material misdescription of any of the property proposed to be hereby insured, 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 misdescription, mis-statement or omission respectively.

II.

The premiums to be paid for insurance (except in the case of special Policies, granted for short terms) are to be calculated 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 agree thereto, make their future payment annually to the Company, or to some duly appointed Agent, within fifteen days after the expiration of the year, or forfeit the benefit of the Policy. On insurances for short terms the premium will be as moderate as possible, and only a proportionate part of the premium charged; but in such instances these insurances will terminate at four o'clock in the evening of the day specified in the Policy, without any allowance of fifteen days; and in the event of any portion of the glass insured by this Policy being replaced by the Company, the Premium on that portion of the Policy to the expiration of the then current year must be again paid, otherwise in the event of the same glass being afterwards broken during the then current year, the Company will not be liable for the damage.

III.

In case of loss or damage, notice thereof in writing must be given to the Company at their Registered Office in London within ten days. The insurer must furnish particulars of the loss or damage, and how and by what means sustained, and make proof of the same, by the production of such further evidence as may reasonably be required; and if any fraud shall appear in the claim made for such loss, or if any false declaration shall have been made in support thereof, or if no claim shall be made with such an account of the loss or damage, and so verified as before mentioned, within the space of ten days from the happening of the loss or damage, or if any alterations shall have been begun before due notice is given as aforesaid, the insurer shall be excluded from all benefit by virtue of his Policy.

IV.

In case any person who shall have effected any Policy with the Company shall by himself or herself, or his or her agents or procurements, wilfully or knowingly break or destroy the property so insured, or any part thereof, or willingly or knowingly do, or concur in, or connive at any act, matter or thing, whereby or by means whereof the same may or shall be broken or destroyed, as aforesaid, then, and in any such case, such Policy and all payments made in respect thereof shall be absolutely forfeited to the Company, unless such Policy shall have been assigned *bonâ fide* and for a valuable consideration to a party not cognizant of or implicated in the fraud, as the case may be, and notice of such assignment shall have been given to the Secretary of the Company, within one calendar month, before such loss; in which case only such Policy shall be valid to the extent of the interest of the assignee therein; and provided also, that if any person or persons shall wilfully or knowingly break or destroy any property insured by the Company, then and in every such case the party or parties holding the Policy or Policies in respect of the property so broken or destroyed, shall either himself or themselves prosecute to conviction according to law the person or persons by whom such damage or destruction shall have been committed, the Directors reserving to themselves the right of demanding such prosecution; and in the exercise of such right, paying the expenses of such prosecution. Further, the insurer shall either himself or themselves, when required by the Directors, inform the Company of the name and address of such person or persons, and give to the Directors, their Agents or Officers, and so generally assist and give all such information as may be necessary to enable the Company either to prosecute according to law such person or persons, or to recover from him or them compensation for the loss occasioned to the Company by such damage or destruction.

V.

If any alteration shall be made, or change or other event shall occur in or about or in anywise relating to any property insured by the Company against loss or damage at any time after such insurance shall have been effected, so as to increase the risk or hazard of such loss or damage, it shall be the duty of the person or persons who either originally or by assignment shall be entitled to such insurance forthwith to leave notice of the fact, nature and extent of such risk, at the Registered Office of the Company in London and the Directors shall thereupon be entitled to make such alteration in the terms of such Policy as they shall think under the circumstances of the case to be fit; and in case any such person or persons, so entitled as aforesaid, shall for twelve calendar months or upwards after any such change, or until a loss or damage shall happen, whether within such twelve calendar months or not, fraudulently neglect or omit to leave such notice, or shall, after leaving such notice, refuse to concur in the alterations in the terms of the Policy consequent thereupon, which shall be proposed by the Directors, such Policy shall be absolutely forfeited to the Company.

VI.

That in the event of any breakage or destruction occurring to any property insured by the Company, it shall be at the absolute option and discretion of the Directors either to pay to the person or persons holding the Policy or Policies in respect of the property destroyed, the full amount insured on such Policy or Policies, or at the expense and out of the funds of the Company, to repair and make good with glass of a similar colour and quality such loss or destruction, and restore the property destroyed to its previous state and condition, as soon as the same can be equitably reinstated.

VII.

Notice in writing of every assignment of every Policy which shall be granted by the Company, signed by the assigner or his agent or solicitor, shall be left at the Company's Registered Office in London, within one calendar month of the date of the assignment, and unless such notice be so left, the assignment shall not be in any way recognized by or be binding on the Company; and in no case shall the Company be bound to inquire into the *bonâ fides* or consideration of any such assignment, or take notice of or be affected by any joint tenancy, or tenancy in common, or trust, or equitable or reversionary interest in any Policy, but the person effecting the Policy, or his or her assigns in manner aforesaid, or on the production of the probate or letters of administration, the personal representative of such person or assignee, and no other person, shall be entitled, on proof in manner aforesaid, to receive the moneys insured by such Policy.

VIII.

Frames, fixtures, or fittings of any and every description stand at the risk of the insurer. All salvage to be preserved by the insurer, the same being the property of the Company. The Directors will not, except by special agreement, replace silvered or embossed glass, or glass in any way ornamented, but as plain plate glass. And it is declared that this Policy shall not cover damage from Fire, Explosion, or by reason of riot, or by workmen other than those in the insurer's own employ.

IX.

In case any difference or dispute shall arise between the insurer and the Company, touching any loss or damage, such difference shall be submitted to the judgment and determination of an arbitrator, to be jointly appointed by the parties to this Policy provided always that in case the parties hereto cannot agree, then that the appointment shall be made under the powers given in the Common Law Procedure Acts, 1854, and the expenses of such arbitration shall be left in the discretion of such arbitrator.

