

# The Manchester Fire Assurance Company

No. 417658



ANNUAL POLICY.

Birmingham  
Office  
Lucas  
J. H. Buckley

This Policy of Insurance witnesseth THAT *Mr Edwin Arthur Preston, of Bell Street, Highton, near Leicester, Schoolmaster*

hereinafter called the Insured, having paid to THE MANCHESTER FIRE ASSURANCE COMPANY (hereinafter called the Company) the sum of £ *10 : 6* for Insuring against loss or damage by Fire, as hereinafter mentioned, the Property hereinafter described, in the several sums following, namely:—

*The Building of four private cottages, Brick built and slated, known as Buryton Cottages, situate Off Oadby Road, Highton aforesaid, nothing hazardous appearing, in equal proportions £600*

The Company hereby agrees with the Insured (but subject to the Conditions at foot, 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 *1<sup>st</sup>* day of *February 1876* and the *25<sup>th</sup>* day of *March 1877*, both inclusive, or at any time afterwards, so long as the Insured or his Representatives in interest shall pay to the Company, and they shall accept the sum required for the renewal of this Policy, on or before the *25<sup>th</sup>* day of *March* in each succeeding year, the Company will, out of their 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 *Six Hundred Pounds*

PROVIDED ALWAYS that the Capital, Stock, and Funds, or Property, of the Company, shall alone be liable to answer and make good all Claims and Demands under and 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 by reason of this Policy, beyond the Amount of his or her Share or Shares in the Capital of the Company; it being a part of this Contract that the responsibility of the individual Members of the Company shall in all cases be limited to the Shares respectively held by them at the time of such Claim or Demand.

In Witness whereof this Policy has been (sealed with the Common Seal of the Company, and) countersigned by—  
Two Directors of the Company, this *1<sup>st</sup>* day of *February* 1876 *John Jones*

PRESENT PREMIUM.....£ *10 : 6*  
ANNUAL PREMIUM.....£ *9 : 0* payable at *Lady day*

Examined, *John Jones*

THE CONDITIONS ABOVE REFERRED TO ARE AS FOLLOWS:—

1.—Any material mis-description of any of the Property proposed to be hereby Insured, or of any Building in which Property to be so Insured is contained, and any mis-statement of, 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 mis-statement, 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 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 and every of such cases, the assent or sanction of the Company, signified by endorsement hereon, the Insurance as to the Property effected thereby ceases to attach.  
3.—The 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, 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 directly by Explosion, except Loss or Damage to a Building, or Property contained therein, caused by Explosion of Gas in such Building.  
4.—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 substance of the Insurance in favour of such other person be declared by a memorandum endorsed hereon by or on behalf of the Company. The Policy also ceases to be in force in case the sum required for renewal thereof be not paid within fifteen days after the day limited in the Policy.

5.—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 account as 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 respect 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.  
6.—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.  
7.—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.  
8.—On the happening of any Damage by Fire to any Building, or Property or Office 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 Officer and servants, enter into, and for a reasonable time remain in possession of, such Building, Property, or Office, and for a reasonable purpose relating to, or in connection with, the Insurance hereby effected, and this Policy shall be evidence of leave and license for that purpose.  
9.—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.  
10.—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 to 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 lia of this Company, as provided in the last preceding Condition, the Condition as to average shall be taken into account.  
11.—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 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 the reference, and the case of the reference shall be in the discretion of the Arbitrator or Umpire, as the case may be, who shall award by whom and in what manner the same shall be paid; and the decision of the Arbitrator 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.  
12.—In all cases where the Policy is void, or has ceased to be in force in der any of the foregoing Conditions, all moneys paid to the Company in respect thereof will be forfeited.



