

8/9/5

Order No. 1125.  
Messrs. L. H. Collier & Son



# THE LION



## FIRE INSURANCE COMPANY

### LIMITED.

POLICY NUMBER.

200005

SUM INSURED.

£ 1500

HEAD OFFICE, 5, LOTHBURY, LONDON. E.C.

Premium to *Armas* 1880. £ 3 15 —

Annual Premium £ 3 15 —

This Policy of Insurance Witnesseth that *Messrs. S. J. Watts, and Co.*  
*of Portland Street, Manchester, Warehousemen.*

(hereinafter called the Insured) having paid to The Lion Fire Insurance Company, Limited (hereinafter called "the Company"), the sum of *Three 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:

*On Merchandise the insureds own in trust or on commission, including all movable utensils in their warehouse Situate at Portland Street aforesaid, Brick and Stone built and slated and more particularly described in plan and report lodged in this Office dated March 1872 viz:*

*In that part marked A. 1000*  
*In that part marked B. 500.*

*The above mentioned Warehouses communicate by double iron doors with one another* £ 1500

*Inurances in other Offices the 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 *twenty fifth* day of *December* 18*77*, and Four o'clock in the Afternoon of the *Twenty fifth* day of *December* 1880, or at any time afterwards so long as and during the period in respect of which the Insured or his Representatives in Interest shall have paid to the Company, and they shall have accepted, 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 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 thousand five 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 this *Twenty sixth* day of *January* 18 *80*

Examined *M*

Entered *apt.*

*Alfred Lemon*  
*Francis Webb*  
*Edward Sturt*  
Directors.



\*\* For your own protection it is incumbent upon you to Read your Policy and all its Conditions, to ascertain that it is made out in accordance with your intentions.





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 insured is contained, or any omission to state the existence of any hazardous trade, or of any apparatus in or by which heat is produced other than Grates in common fire places therein, 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, upon, or in any Building or Place in which Property hereby Insured is contained, or if any Property hereby Insured be removed without, in each and every of such cases, the consent 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 affected ceases immediately thereupon to attach.

3.-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, Crochets, Manuscripts, Prints, Paintings, Drawings, Sculptures, Musical, Mathematical, and Philosophical Instruments, Patterns, Models, and Moulds, unless specially mentioned in the Policy; nor Books, Bibles, 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, Rebellion, Insurrection, Riot, Civil Commotion, or any Military or Naval Power whatsoever, or by or through any Earthquake or Earthquakes, or by or through the Spontaneous Fermentation or Heating of the subject Insured; nor Goods destroyed or damaged while undergoing any process by which the application of Fire Heat is necessary; nor Loss or Damage by Explosion, except Loss or Damage to a Building, or Property contained therein, caused by Explosion of Gas in such Building not being a Building in which Gas is 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; and in any and every such Receipt the following words, when used therein, shall be deemed and taken to have the following meanings (that is to say):- "Cashday" shall mean Four o'clock in the Afternoon of the 2nd day of February; "Lafday" shall mean Four o'clock in the Afternoon of the 22nd day of March; "Whit Sunday" shall mean Four o'clock in the Afternoon of the 15th day of May; "Midsummer" shall mean Four o'clock in the Afternoon of the 23rd day of June; "Lammas" shall mean Four o'clock in the Afternoon of the 1st day of August; "Michaelmas" shall mean Four o'clock in the Afternoon of the 29th day of September; "Martinmas" shall mean Four o'clock in the Afternoon of the 11th day of November; and "Christmas" shall mean Four o'clock in the Afternoon of the 25th day of December.

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 be given to the Company, and the subsistence of the Insurance in favor of such other person be declared by a memorandum 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 latest advise to the Company in particular as to the amount as may be reasonably expected 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 sustainable 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, reinsure, 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 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 Agents and Servants or others, enter into, and for a reasonable time remain in possession of, such Building or Place or Property for all or any of the purposes relating to or in connection with the Insurance hereby effected, and this Policy shall be evidence of lease and license 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 indorsed on the Policy, and unless such notice be given and indorsed as aforesaid 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 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 its rateable 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 Insurances on such Property under this Policy shall be subject to average in 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, as and when the same arises, shall be referred to the arbitration of two impartial persons, one to be chosen by the party claiming and the other by the Company; or in case of disagreement between the Arbitrators or Umpire, as the case may be, shall be final and binding on all parties, and the decision of the Arbitrators or Umpire shall be an agreement to refer as aforesaid, and the same may be made a rule of Court by either party. And it is hereby expressly stipulated 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.

