

A) POLICY,

FRANK L.H. COLLINGSWORTH
INSURANCE
BROKERS
ST. CHEAPSIDE, E.C.

N^o 1054

SUBSCRIBED
CAPITAL.



£500,000

SUM INSURED,

£ 1000

THE FIRE INSURANCE ASSOCIATION,

(LIMITED.)

HEAD OFFICE: LONDON.

Directors:

Chairman: COLONEL KINGSCOTE, C.B., M.P.
 Deputy-Chairman: ALDERMAN SIR THOMAS DAKIN.
 The Hon. EVELYN ASHLEY, M.P.
 CHARLES ROBERT BESLEY, Esq. (Brisley & Wilson).
 ABEL CHAPMAN, Esq. (Barton & Co.).
 ALFRED CRAMPTON, Esq. (Crompton, Hughes, Crampton & Co.)
 R. N. FIDLER, Esq., M.P., ALDERMAN (Dundas, Fowler, Barnard & Co.)
 HENRY A. ISAACS, Esq. (M. Isaacs & Sons).
 JOHN J. KINGSFORD, Esq. (Kingsford & Lox).
 SAM MENDEL, Esq.
 JOHN TEMPLETON MORGAN, Esq. (Middletun, Son & Co.)
 ROBERT BARCLAY SHEPPARD, Esq. (Lathbury & Co.)
 SAMUEL GURNEY SHEPPARD, Esq. (Sheppards, Pelly & Allicard).
 General Manager: WILLIAM PALIN CLIREHUGH.

PREMIUM TO Middlemarket 881 £ 17. 1. 3 ANNUAL RENEWAL PREMIUM £ 15. 15. 0

This Policy of Insurance Witnesseth, That Messrs Bertram and Roberts of

the Crystal Palace, Sydenham, Kent (hereinafter called the Insured), having paid to THE FIRE INSURANCE ASSOCIATION LIMITED, (hereinafter called the Company), the sum of seventeen pounds one shilling and three pence, for insuring against Loss or Damage by Fire as hereinafter mentioned, the property hereinafter described, in the sum or sums following, namely:—

£1000. On Wines Spirit Beer and Consumable stock China Glass Plate linen and all other stock and property of every description belonging to the insured in the Cellars Stores and Bars of the Refreshment Department, within the Crystal Palace or in or on the buildings belonging thereto, Sydenham, subject to the Conditions of Average hereunto annexed.

It is hereby declared and agreed, that whenever a sum insured is declared to be subject to the Conditions of Average, if the property so covered shall, at the breaking out of any Fire, be collectively of greater value than the sum insured thereon, then this Company shall pay or make good such a proportion only of the loss or damage as the sum so insured shall bear to the whole value of the said property at the time when such Fire shall first happen.
 But it is at the same time declared and agreed, that if any property included in such average shall, at the breaking out of any Fire, be insured by any other Policy, which, whether subject to Average or not, shall apply to part only of the buildings or places, or of the property to which such Average extends, then this Policy shall not cover the same, excepting only as regards any excess of value beyond the amount of such more specific insurance, which said excess is declared to be under the protection of this Policy, and subject to Average as aforesaid.
 And it is further declared and agreed, that if the insured shall claim under this Policy for loss or damage to property embraced in the terms of any Average Policy extending as well to other buildings, or places, or to other property not included in the terms of this Policy, and if, at the breaking out of any Fire, there shall not be any property in such other buildings or places, or any such other property actually at risk to be protected by such Policy, then so far as regards the settlement of any claim under this Policy, the terms and liability thereof shall be held to be concurrent in all respects, with those of such other Policy.

The Company hereby agree shall be destroyed or damaged by twenty-fourth in respect of which the Insured shall

of such damage thereto, to an amount of one thousand 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; but it is hereby expressly stipulated and agreed, that the Capital, Stock, and Funds of the Company shall alone be liable to and answerable for any claims or demands under this Policy, and that neither the Directors signing this Policy, nor any other Proprietor or holder of Shares in the Company, shall, individually, in any manner be or by any process of Law or Equity made liable to make good any such claims or demands, beyond his, her, or their contribution to the Capital of the Company, of the full amount of his, her, or their Shares in such Capital.

In Witness whereof, The Common Seal of the said Company has been affixed hereto, by order of the Board of Directors, and we have hereunto set our hands the fourth day of June One Thousand Eight Hundred and eighty

Examined W.H. Entered K.W.
Cheapside
F.L.H. Collingsworth & Son
W. Besley
W. Besley
W. Besley
 GENERAL MANAGER.
H. Crampton
 DIRECTORS.

THE CONDITIONS ABOVE REFERRED TO ARE AS FOLLOWS:

- Any material misdescription 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 in or by which heat is produced other than grates in common fire places therein, or any misstatement 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 misdescription, misstatement or omission respectively.
- 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 from any other cause whatsoever, without, in each and every such case, 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 affected thereby ceases to attach.
- 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, Prints, Paintings, Drawings, Sculptures, Musical, Mathematical or Philosophical Instruments, Patterns, Models or Moulds, unless specially mentioned in the Policy; nor Deeds, Bonds, Military or Usurped Power whatsoever, or by or through any Earthquake or Hurricane, or Insurrection, Riot, Civil Commotion, or any Heating of the subject insured; nor Goods destroyed or damaged while undergoing any process by which the application of Fire Heat is necessary or employed; 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.
- 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 whatsoever; except such as are printed and issued from the Office of the Company, and signed by one of the Clerks or Agents of the Company; 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:—"Casualties" shall mean Four o'clock in the afternoon of the 2nd day of February. "Ladies" shall mean Four o'clock in the afternoon of the 23rd day of March. "Whitunday" shall mean Four o'clock in the afternoon of the 15th day of May. "Mistmas" shall mean Four o'clock in the afternoon of the 24th day of June. "Lamas" 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. "Martmas" 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.
- 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 favour of such other Person be declared by a Memorandum endorsed hereon by or on behalf of the Company.
- 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 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 to 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, and such statutory declaration, if required, shall have been made.
- 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.
- The Company may, if it think fit, at its option, 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.
- On the happening of any Loss or 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 a wrong doer, may by its authorized Officer 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 leave and license and authority for that purpose.
- 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.
- 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 more than its ratable proportion of such loss or damage.
- In all cases where any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person, covering the same Property, shall be in force at the time of any Loss or Damage by Fire, 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.
- 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 alleged, 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 costs of the reference shall be in the discretion of the Arbitrators 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 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.
- In all cases where this Policy is void or has ceased to be in force under any of the foregoing conditions, all moneys paid to the Company in respect thereof will be forfeited.

The Board having given notice that
an Exhibition of Electrical Lighting is
now being held in the within mentioned
Crystal Palace the same is hereby allowed
without prejudice to this Insurance

Entered in the Office Books
this 10th day of February 1852

W. W. Wainwright

