



1879

SCOTTISH COMMERCIAL  
INSURANCE COMPANY.

133 WEST GEORGE STREET,  
GLASGOW.

LONDON, - 82 OLD BROAD STREET.  
EDINBURGH, 77 GEORGE STREET.  
MANCHESTER, 104 KING STREET.  
LIVERPOOL, 3 MANCHESTER BUILDINGS.  
NEWCASTLE, 40 MOSLEY STREET.  
DUBLIN, - 9 LOWER SACKVILLE STREET.

Fire Policy for £ 2500

No.

620938

M. J. Lynn

PREMIUM to £ 3: 7: 19  
Michaelmas 1880

Annual Premium due at

Michaelmas £ 6: 5: 5

Please examine your Policy, and if you find any Error,  
return it immediately to be rectified.

# THE SCOTTISH COMMERCIAL INSURANCE COMPANY.

## CONDITIONS OF INSURANCE.

- I. WHEN any particular circumstances of risk exist, arising from the situation or construction of the premises, or the nature of the trade carried on, or goods therein, these must be specially expressed in the Policy, so that the risk may be fairly understood;—if not so expressed, or if any misrepresentation be given, or if any omission be made, so that the Insurance be effected upon a lower premium than ought to be paid—or if Buildings or Goods be described in the Policy otherwise than as they really are—or if, after any Insurance shall have been effected, the risk shall be increased, by the erection of any stove, furnace, or other implement for producing artificial heat, the carrying on of any hazardous operation or trade, the deposit of any hazardous goods, the opening of any hazardous communication, or the connection of any hazardous process or premises, and the same be not duly made known to the Company, and regularly sanctioned by it, no benefit shall arise to the Insured from the Policy.
- II. Excepting in the cases of Policies granted for short periods, the charges of premium on Insurances made with this Company are to be calculated from the day on which the same may be effected, until the quarter-day then next ensuing, and for one year, or for several years, from such quarter-day, as may be agreed on; and unless the future payments for renewal of such annual Policies be made within *fifteen days* of the period limited for their expiration, the Insurance shall cease. Policies for periods less than a year will expire at four o'clock in the evening of the day of termination thereof, without the allowance of extra days.
- III. No Insurance proposed to this Company is to be considered in force until the premium, or a deposit on account thereof, be paid. No receipts are to be taken for any Premiums of Insurance or Deposits but such as are printed and issued from the Office direct, or through the Company's Agents.
- IV. If property insured by any Policy of this Company should pass, by death, assignment, or otherwise, into new hands, the interest in the Policy may be preserved to the successor, provided such succession be allowed at the Office, by endorsement on the Policy; and if goods insured be removed to a new situation, such removal must be also allowed by endorsement on the Policy, and a suitable premium paid, if the risk be increased by such removal; but in all cases where such endorsement is not sanctioned and regularly made, the Policy shall be void.
- V. Persons insuring property at this Office must give notice of any other Insurance made elsewhere on their behalf on the same, and cause such other Insurance to be mentioned in their Policies; in which case, each Company shall be liable to the payment only of a rateable proportion of any loss or damage which may be sustained—such other Insurance being taken into account; and unless such notice be given, the Insured will not be entitled to recover in case of loss. In case of the Assured holding any other Policies on the same property subject to the conditions of average, then this Policy is declared to be subject to average in the like manner.
- VI. Any number of buildings and goods in various places belonging to one person or held in joint-trust, or in copartnership, may be insured in one Policy; but each building, also the furniture and goods therein, must be separately valued, otherwise they must, according to Act of Parliament passed in 1828, be subject to the average clause, which declares, That in the event

of any loss or damage, the Company shall only be liable for such proportion of such loss as the sum Insured shall bear to the whole collective value of such property at the time the fire happens.

- VII. Goods held in trust, or on commission, must be insured as such, otherwise the Policy will not cover such property.
- VIII. No loss or damage shall be paid on fire happening by invasion, foreign enemy, civil commotion, riot, or any military or usurped power whatever. Nor shall the Company be subject to any loss on hay, corn, stock, or goods of any description, occasioned by their own natural heating; neither shall the Company be liable for any loss or damage to goods whilst undergoing any process in which the application of fire-heat is necessary, nor for any loss or damage caused by explosion, except of gas within buildings on or in which this Company has Insurance. They also sustain all claims for live stock destroyed by lightning, and for damage by fire caused by lightning to buildings and other property.
- IX. Persons Insured by this Company, sustaining any loss or damage by fire, are forthwith to give notice to the Head Office at Glasgow, or to the Agent nearest the place where the damage happens; and shall, within fifteen days after such fire shall have happened, deliver as particular an account of their loss or damage as the nature of the case will admit of, and make proof of the same by their oath or affirmation, and by their books of accounts or other proper vouchers, as shall be reasonably required; and all losses, when satisfactorily ascertained, shall immediately be paid; but if there appears any connivance, falsehood, fraud, or false-swearing; or if any repairs, or material alteration, be made in the premises before the claim is adjusted; or if no claim shall be made within three months after the fire; or, if made and rejected, shall not be judicially insisted on within three months thereafter, the claimant shall forfeit his claim to restitution or payment by virtue of this Policy.
- X. It is a condition of this contract that should any difference arise with respect to the amount of any claim under the same for loss or damage by fire, such difference shall be submitted to arbitrators mutually chosen, or, in case of disagreement, to 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, and the decision of the arbitrators or umpire shall be conclusive and binding on the parties. In the event of a difference arising as to the amount of a loss by fire, the arbitrators or umpire shall ascertain and fix the nett value of the property insured as immediately before, and the nett value as immediately after, the fire, and the Company shall pay or make good the difference between the two values, either by repairs and restitution, or by payment in cash, at their own option.
- XI. China, Glass, Pottery, Pictures, Mirrors, Medals, Pearls, Patterns, Models, Coins, Statuary, Jewels, Curiosities, Mathematical and Musical Instruments, are not included in any Insurance, unless they are specified in the Policy.—Books of Account, Deeds, Bank-notes, Bills, Bonds, and Written Securities, Manuscripts, Money, Petroleum, Gunpowder, Lucifer Matches, Fuses, and Vesuvians, cannot be Insured upon any terms.

Rents are not included in this Policy unless they are separately Insured.

FREDERIC J. HALLOWS, *General Manager.*