

FIRE POLICY

SUM INSURED

153 / No. 557

£ 1500

THE FEDERAL FIRE INSURANCE

COMPANY, LIMITED.

AUTHORISED

CAPITAL £1,000,000.

HEAD OFFICES, 6, 7 & 8, CLEMENTS LANE, LONDON, E.C.



Present Premium
£ 4. 2. 6

Renewal Premium
£ - - -

Whereas West Paviour Company Limited of St Pauls Churchyard London Warehousemen

(hereinafter called the Insured) having paid to the FEDERAL FIRE INSURANCE COMPANY, LIMITED, (hereinafter called the Company), the sum of Four Pounds Two Shillings & Six pence.

for insuring against Loss or Damage by Fire the Property hereinafter described, in the several sums following, viz.:-

£ 1500 On Stock in Trade, their own in Trust or on Commission, for which they are responsible, in their Warehouses situate as aforesaid, brick built, and lettered A and B on Plan lodged in this Office, whereby the same are more particularly described.

This Insurance is subject to the annexed Conditions of Average.

Insurances in other Offices allowed, the amounts to be declared in the event of loss.

CONDITIONS OF AVERAGE.

Whenever a sum insured is declared to be Subject to Average, if the Property covered thereby shall at the breaking out of any fire be collectively of greater value than such sum insured, then the Assured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.

Now the Company hereby agrees with the Insured (but subject to the Terms and Conditions printed 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 9 day of May 1889 and the 9 day of August 1889 both inclusive, or at any time afterwards, so long as the Insured or their Representatives in Interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, the Company will, out of its 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 (unless previously allowed by Endorsement on the back hereof), and not exceeding in the whole the sum of One thousand five Hundred Pounds.

Provided always, and it is hereby agreed that the Capital, Stock and Funds of the Company shall alone be liable to answer and make good all demands under or by virtue of this Policy, and that no Shareholder or Member of the Company shall be liable to any such demands nor be in anywise charged or chargeable by reason of this Policy beyond the amount unpaid on his or her Share or Shares in the Company.

In witness whereof, we (two of the Directors of the said Company) have hereunto set our hands and caused the Common Seal of the Company to be affixed this Seventeenth day of May in the year of our Lord, One Thousand Eight Hundred and Eighty Nine.

Examined

Countersigned

Entered

Directors.

Please read the Conditions and Examine the Policy, and if incorrect return it immediately to the Office for alteration.

Seal. No. 557

(Home No. 1)

THE
Federal Fire Insurance
COMPANY, LIMITED.

AUTHORIZED
CAPITAL - - £1,000,000.

CHIEF OFFICES—
6, 7 & 8, CLEMENTS LANE,
LONDON, E.C.

Branch Offices:

BIRMINGHAM—128, COLMORE ROW.
BRISTOL—47, CORN STREET.
DUBLIN—4 & 5, WESTMORELAND STREET.
DUNDEE—37, ALBERT SQUARE.
GLASGOW—191, WEST GEORGE STREET.
LEEDS—1, EAST PARADE.
MANCHESTER—15, YORK STREET.
NEWCASTLE-ON-TYNE—10, MOSLEY STREET.
PLYMOUTH—28, SOUTHSIDE STREET.
SOUTH WALES—MERCHANTS' EXCHANGE, CARDIFF.

Fire Policy No. 557

Messrs. J. & W. G. & Co.

£ 1500

Present Premium £ 4. 2. 6

Annual Premium £

Renewal Payment due 9 August 1889

Agent Messrs. J. & W. G. & Co.



THE FEDERAL FIRE INSURANCE COMPANY, LIMITED.

Conditions.

I.—All the peculiarities of the risk—such as the situation and construction of the Premises, the nature of the Trade and Goods and of all Implements of Fire-heat therein (common Fire-grates and Ovens in private use excepted), must be specially mentioned on the Insurance being proposed, so that the risk may be fairly appreciated.—If this be omitted, or if any misrepresentation be made to the prejudice of the Company, or if there be any misstatement of, or any omission to state, or any other fact material to be known for estimating the risk, the Policy shall be void.

II.—If, after an Insurance has been effected, the risk be increased by the erection of any Stove or the introduction of any hazardous operation, trade, or goods, or by any hazardous communication, or in any other manner, or if at any time any hazardous building or process become adjacent to any Property hereby insured, or if any Property hereby insured be removed from the Building or Place in which it is herein described as being contained, or if the Property hereby insured be at any time insured in any other Office or Offices, 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 affected thereby ceases to attach.

III.—This Policy does not cover—

- (a) Property held in trust, or on Commission,
- (b) China, Glass, Looking Glasses, Jewels, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Government Stamps, Prints, Paintings, Drawings, Sculptures, Musical, Mathematical or Philosophical Instruments, unless the same be specially mentioned in the Policy.
- (c) Patterns, Models, Moulds;
- (d) Deeds, Bonds, Bills of Exchange, Promissory Notes, Money, Securities for Money, Books of Account, Gunpowder;
- (e) Loss or Damage by Fire to Property occasioned by or happening through its own Spontaneous Fermentation or Heating;
- (f) Loss or Damage by Fire occasioned by or happening through Invasion, Foreign Enemy, Riot or Civil Commotion; nor
- (g) Loss or Damage by Explosion, except Loss or Damage by Explosion of Gas in a Building not forming part of any Gas Works.

IV.—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.

V.—On the happening of any Loss or Damage by Fire to any of the Property hereby insured, the Insured forthwith to give notice in writing thereof to the Company, and within fifteen days at latest to deliver to the Company as particular an account as may be reasonably practicable of the several articles or matters damaged or destroyed by Fire, with the estimated value of each of them respectively at the time of the Fire, and in support thereof to give all such vouchers, proofs and explanations as may be reasonably required, and also to produce his books of account, together with, if required, a Statutory Declaration of the truth of the account, and no part of such loss shall be payable until such notice, account, proofs and explanations are given and produced, and such Statutory Declaration, if required, is made.

VI.—If the claim be in any respect fraudulent, or if any wilful misstatement be made in support thereof, or if the Fire was occasioned by or through the procurement or connivance of the Insured, or if the claim be not made within three months after the fire, or if made and rejected, an action or suit be not commenced within three months after such rejection, all benefit under this Policy is forfeited.

VII.—The Company may, if it thinks fit, 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.

VIII.—On the happening of any Loss or Damage by Fire to any Property in respect of which a claim is or may be made under this Policy, the Company, without being deemed a wrongdoer, may, by their authorised Officer and Servants, enter into the Building or Place in which such Loss or Damage has happened, and for a reasonable time remain in possession thereof, and of any Property hereby insured which is contained therein, for all reasonable purposes relating to, or in connection with, the Insurance hereby effected, and this Policy shall be evidence of leave and license for that purpose.

IX.—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 in his behalf, covering the same Property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

X.—In all cases where any other subsisting Insurance or Insurances (whether effected by the Insured or by any other person in his behalf) covering any Property hereby insured, either exclusively or together with any other property in 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.

XI.—Where the Company does not claim to avoid its liability under the Policy on the ground of fraud or non-fulfilment of any of the Conditions herein set forth, but a difference at any time arises between the Company and the Insured or any claimant under this Policy as to the amount payable in respect of any alleged loss or damage by fire, every such difference, when and as the same arises, shall be referred to the arbitration of some person to be chosen by both parties, or of two indifferent persons, one to be chosen by the party claiming and the other by the Company, and in case either party shall refuse or neglect to appoint an Arbitrator within twenty-eight days after notice, the other party shall appoint both Arbitrators, and in case of disagreement between the Arbitrators, then of an Umpire, who shall have been chosen by the Arbitrators before entering on the reference, and in the case of the death of the Arbitrators or of one of them, or of the said Umpire, another or others shall be appointed in his or their stead; each party to pay his or their own costs of the reference, and a moiety of the costs of the award; and the reference in all other respects shall be subject to such rules and conditions as are usually inserted in orders for reference at *Nisi Prius* if the parties differ about the same, and the award of the Arbitrators or Umpire, as the case may be, shall be finally binding upon all parties, and shall be conclusive evidence of the amount payable in respect of the said loss or damage. And it is hereby expressly declared to be a condition of the making of this Policy, and part of the contract between the Company and the Insured, that where the Company does not claim to avoid its liability under the Policy on the ground of fraud or non-fulfilment, as aforesaid, the party insured or Claimant shall not be entitled to commence or maintain any action at law or suit in equity on this Policy till the amount due to the Insured shall have been awarded as hereinbefore provided, and then only for the sum so awarded, and the obtaining of such award shall be a condition precedent to the commencement of any action or suit upon this Policy.

XII.—In all cases where this Policy is void or has ceased to be in force under any of the foregoing Conditions, all monies paid to the Company in respect thereof will be forfeited.

XIII.—No Insurance will be considered in force until the Premium, or a Deposit on account thereof, be actually paid, and no Receipts for any Premiums or Deposits are valid but such as are issued from the Office and signed by the Manager, Secretary, or other authorized Officer of the Company.

XIV.—Insurances made for less than a year terminate, unless previously renewed, at four o'clock in the evening of the day specified in the Policy, or in the last Renewal Receipt relating thereto, without days of grace.

