

No. 438

FRANK L. COLLIER & CO.  
INSURANCE BROKERS  
78 & 79, G. A. ST. E.C.

# Western Insurance Company, Limited.



HEAD OFFICE:—THE WESTERN CHAMBERS, 73, GEORGE STREET, PLYMOUTH.



**Directors:**

**Chairman:** A. PEROSI (*Treby & Co.*), The Exchange, and of Stella House, Citadel Road, Plymouth.  
**H. Sr. G. SLIGHT** (*H. Slight & Co.*), George Street and Mannamed, Plymouth.  
**A. HENDERSON**, Nottingham Place, Plymouth.  
**Managing Director:** E. FREEMAN.

PREMIUM TO 25<sup>th</sup> December 1887 £ 0.16.11      ANNUAL RENEWAL PREMIUM £ 1.11.8.3

This Policy of Insurance Witnesseth, That *Messrs. Sobles & Hoare Cornwall*  
*road Lambeth*

(hereinafter called the Insured), having paid to THE WESTERN INSURANCE COMPANY, LIMITED, (hereinafter called the Company), the sum of Sixteen pounds, Shillings and Eleven pence, for insuring against Loss or Damage by Fire as hereinafter mentioned the Property hereinafter described, in the sum or sums following, namely:—

*Being a Re-insurance of an amount underwritten by Messrs. Barton & Lyon Warren at "Lloyd's" on property belonging to the above named Insured. This policy to cover property on same conditions in said "Lloyd's" policy*

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 25<sup>th</sup> day of July 1887, and the 25<sup>th</sup> day of December One Thousand Eight Hundred and Eighty Seven, or, at any time afterwards, so long as and during the period in respect of which the Insured shall have paid to the Company, and they shall have accepted the sum required for the Renewal of this Policy, on or before the 25<sup>th</sup> day of December in each succeeding year, the Company will, out of its Capital, Stock, and Funds, 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 Two hundred & Fifty 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 answer 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 the Managing Director, and one other of the said Directors have hereunto subscribed their names this 25<sup>th</sup> day of August One Thousand Eight Hundred and Eighty Seven.

Examined *J. S. H. K.*  
Entered *C. J.*  
*E. Freeman* MANAGING DIRECTOR.  
*H. Slight* SECRETARY.  
*A. Henderson* DIRECTOR.

THE CONDITIONS ABOVE REFERRED TO ARE AS FOLLOWS:—

1. Any material mis-description of any of the Property expressed to be hereby insured, or of any Building or Place in which any of the Property is herein stated to be contained, or any omission to disclose, or any misrepresentation as to any fact material to be known to the Company, for estimating the risk, renders this Policy void so far as regards the Property affected by such mis-description, omission, or misrepresentation.
2. If, after the Insurance has been effected, anything whereby the danger of Loss or Damage by Fire to any of the Property hereby insured is increased by the Insured, or to or upon or in any Building or Place in which any of the Property hereby insured is contained, or if any of the Property be removed from the Building or Place in which it is herein stated to be contained, without, in each and every case, the sanction of the Company, signified by a memorandum made on the Policy by or on behalf of the Company, the Insurance as to the Property affected thereby shall cease to attach.
3. This Policy does not cover Goods held by the Insured in trust or on commission, unless expressly described as such in the Policy, nor China, Glass, Looking Glasses, Jewels, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Government Stamps, Engravings, Prints, Paintings, Drawings, Sculptures, Tapestries, Musical, Mathematical, or Philosophical Instruments, Plans, Patterns, Models, Moulds or Designs, unless specially mentioned in the Policy; nor Books, Bonds, Bills of Exchange, Promissory Notes, Money or Securities for Money, Documents of Title to Goods, Books of Account; or Gunpowder; nor does it cover Loss or Damage to Property occasioned by its undergoing any heating process, nor Loss or Damage to Property arising from the Spontaneous Fermentation or Heating of such Property; nor by Explosion, except Loss or Damage by Explosion of Gas in a Building not forming part of any Gasworks; nor does it cover any Loss or Damage occasioned by or in consequence of Invasion, Foreign Enemy, Hostilities, Riot, Civil Commotion, or Earthquakes.
4. This Policy ceases to be in force as to any of the Property hereby insured upon the interest of the Insured therein passing from him otherwise than by Will or operation of Law, unless notice thereof be given to the Company and the Insurance be declared to be continued to a successor in interest by a memorandum made on the Policy by or on behalf of the Company.
5. On the happening of any Loss or Damage the Insured shall forthwith give notice thereof in writing to the Company, and shall within fifteen days after such Loss or Damage, and at his own expense, deliver to the Company a claim in writing for the Loss or Damage, stating the several amounts of the Loss or Damage in respect of all the several items of Insurance respectively, and containing as particular an account as may be reasonably practicable of the several articles and things damaged or destroyed, with the estimated value of each of them respectively, having regard to their value at the time of the Loss or Damage. The Insured shall also produce and give to the Company, when, where, and to whom, and in a manner required by it, and at his own expense, all such plans, specifications, estimates, deeds, books of account, vouchers, invoices, copies thereof, documents, proofs, and explanations, with respect to the claim and the alleged Loss and Damage, and the circumstances of the Loss or Damage, and the ownership of or interest in the Property hereby insured, and as to other Insurances, and also as to all other matters as may be reasonably demanded; and also if required, shall make and cause to be made statutory declarations of the truth of the claim, and of any of the matters aforesaid, and no claim whatever under this Policy shall be payable unless the terms of this Condition have been complied with.
6. If the claim be in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account, entry voucher, invoice, or other document, proof, or explanation be produced or given, or if any fraudulent means or device are used by the Insured, or any one acting on his behalf, to obtain any benefit under this Policy, or if any false statutory declaration be made, or if any Loss or Damage be occasioned by the wilful act, or with the connivance of the Insured, all benefit under this Policy is forfeited.
7. The Company at its option at any time, whether or not the amount of the Loss or Damage has been adjusted or ascertained, or an award has been made, instead of paying such amount may make good the Loss or Damage wholly or in part by rebuilding, reinstating, repairing, or replacing any of the buildings or other property hereby insured, or such parts thereof as the Company may think fit. In case the Company elect to do so, the Insured, at his own expense, shall supply or produce as and when required, all plans, specifications, measurements, documents, books, and information, oral and documentary, which may be requisite for the purpose. Provided always that the Company shall not in any case be liable to lay out or expend in respect of any one of the Items insured more than the sum insured by the Company thereon.
8. On the happening of any Loss or Damage in respect of which a claim is or may be made under this Policy, the Company and the Proprietor authorized by the Company may enter, take, and keep possession of the Building or Premises, where the Loss or Damage has happened, and may take possession of, or require any Property of the Insured on the Premises at the time of the Loss or Damage or any of the Property hereby insured, to be delivered to them, and may examine, sort, sift, arrange, remove, and keep possession of such Property until the claim is satisfied.

The Renewal Premium on this Policy must be paid annually, within fifteen days after the expiration of each year, or the Insurance will become void.

N.B.—For your own protection it is incumbent upon you to read your Policy and its Conditions to ascertain that it is made out in accordance with your intentions.







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THE  
**WESTERN**  
Insurance Company,  
LIMITED.

Fire Policy No. **738**

Name of Insured, *Men Hobbs  
& Hoare  
Cornwall R<sup>d</sup> Lambeth*

Sum Insured £ **250**

Annual Premium £ *1.18 + 3*

Renewable at *25 Decr 1887*

Agent \_\_\_\_\_

