

TRADESMEN'S FIRE INSURANCE COMPANY LIMITED

Registered pursuant to Act of Parliament.

Registered Office:
19A, UNION STREET,
OLDHAM.



Policy.
No. 243
FIRST PAYMENT
To June 24th 1890
Premium £ : 6:0



Sum Insured,
£ 400
RENEWAL PAYMENT
Midsummer
Premium £ : 6:0

Whereas, The Wellington Hotel Benefit Building Society as mortgagor
and John Deo 2 Park Road, Oldham as mortgagor

hereinafter called the Insured, has paid to the Oldham and District Tradesmen's Fire Insurance Company Limited the sum above stated to have been received for premium on the grant of this Policy, and has agreed to pay to the said Company, from time to time, at their Office above mentioned in Oldham, or (as respects insurances effected through the Agents of the Company) to some known Agent of theirs, the sum above stated to be paid in future for the renewal of this Policy, at the periods in that behalf above stated, for insurance of the property described in the Schedule hereunder written, from loss or damage by fire, to the amount of the sums of money therein mentioned, namely:—

The Schedule above referred to.

Inequal proportions on the building of 4 Cottages, brick built & slated, situate
Sarah Moor, Oldham £400
Four hundred Pounds

Be it hereby known, that, from the date hereof until the period above stated for the first future payment for renewal of this Policy, and thenceforward so long as such future payments shall be made as aforesaid and the Directors of the said Company for the time being shall agree to accept the same, the capital stock, or funds of the said Company shall be liable to pay or make good to the Insured, or to their heirs executors administrators or assigns, all such loss or damage as the Insured, or their heirs executors administrators or assigns, shall suffer by fire, on the property described in the said Schedule, not exceeding on each item the sum therein mentioned, according to the terms and conditions hereinafter referred to. **Provided always,** that the capital stock, or fund of the Company, for the time being remaining unapplied and undisposed of, in pursuance of the trusts, powers, and authorities contained in their Deed or Deeds of Constitution, shall alone be answerable to the demands of the Insured, or the heirs executors administrators or assigns of the said insured, under this Policy. And that the shareholders of the said Company shall not, nor shall any of them, be answerable, directly or indirectly, in respect of this Policy.

- Terms and Conditions of Insurance above referred to.**—1.—If this Insurance is attended with particular circumstances of risk, arising from the construction of the premises, or their situation with respect to adjoining risks, or from the nature of the trade carried on, or goods deposited therein, and the same has not been specially mentioned in the order for this Policy, so that the risk has been fairly understood—or if any misrepresentation has been given, so that the Insurance has been effected upon a lower premium than ought to be paid—or if Buildings or Goods are described otherwise than as they really are—or if, hereafter, the risk shall be increased by the erection of any stove, the carrying on of any hazardous operation or trade, the deposit of any hazardous goods, or any hazardous communication, and permission for the same be not indorsed on the Policy, and an additional premium, if necessary, paid, this Policy will be void, and the Insured will not be entitled to recover on it.
2. No receipts are to be taken by the Insured for any renewed premiums but such as are printed and issued from the Office, and witnessed by one of the clerks or agents of the office.
 3. If property insured by this Policy shall pass by death, assignment, or otherwise, into new hands, the interest in it may be preserved to the successor or assignee, provided such succession or assignment be allowed at the Office, by indorsement on the Policy; and if any goods hereby insured be removed to a new situation, such removal must be also allowed by indorsement on this Policy, and a suitable premium paid if the risk is increased by such removal.
 4. The Insured must give notice of any other insurance made elsewhere on his behalf on the same property hereby insured, and cause the particulars of such other insurance to be indorsed on this Policy; and if at the time of any loss or damage 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 Office shall not be liable to pay or contribute more than its rateable proportion of such loss or damage; and 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 in and subject to the same risk only, shall be subject to the conditions of average, the insurance on such property under this Policy shall be subject to the conditions of average in like manner.
 5. If the goods hereby insured are held in trust or on commission and are not insured as such, this Policy will not cover such property, and the Insured will not be entitled to recover on it.
 6. The Office will not be liable for any loss or damage happening by invasion, foreign enemy, civil commotion, riot, or any military or usurped power whatever, or by explosion except loss or damage caused by explosion of Gas in a building not forming part of any gasworks; nor for thefts; nor for any loss on hay, corn, or stock of any kind, occasioned by its own natural heating, or by mismanagement with fire while under the process of manufacture; nor for books of account, written securities of money. Losses by fire from lightning are made good.
 7. Jewels, watches, trinkets, china and glass, curiosities, pictures, sculptures, mathematical and musical instruments are not intended to be included in and insured by this Policy unless they are particularly specified, neither are fixtures, millwork, and drying stove rooms and stock therein.
 8. Should the Insured sustain any loss or damage by fire, they must forthwith give notice to the Company at their head Office, in Oldham, or to the agent through whom they insure it, and as soon as possible after, not exceeding in any case one calendar month, deliver in as particular an account of the loss or damage as the nature of the case will admit of—such account of loss to have reference to the value of the property destroyed or damaged immediately before the fire took place—and make proof of the same by their books of accounts, or other proper vouchers, and give such further explanations thereon as shall be required; and until such account is produced, and such explanations given, the loss money shall not be payable; and if there appear any attempt at fraud by the claimant they shall forfeit all claim to restitution, or payment by virtue of this Policy.
 9. The Insured who may suffer loss will receive indemnity without deduction or discount; but in every case of loss the Company will reserve to itself the right of reinstatement, in preference to the payment of claims, if it shall judge the former course to be most expedient.
 10. If any difference shall arise with respect to the amount of any claim for loss or damage by fire, and no fraud be suspected, such difference shall be submitted to arbitrators indifferently chosen, whose award, or that of the umpire, shall be conclusive, and, until the amount payable under this Policy shall first have been thus ascertained, no action at law, suit in equity, or other proceeding shall be commenced upon this Policy.

In Witness whereof, we, two of the Directors of the said Company, have hereunto subscribed our names, this 25th day of December in the year of our Lord one thousand eight hundred and eighty nine

Horatio Chadwick Directors,
J. Bolger
John Perry Secretary.



Examined,



THE OLDHAM & DISTRICT

Tradesmen's Fire Insurance Co.

LIMITED.

Policy No. 243

Payable at Midsummer annually.

Please to examine the Policy to see that it is filled up according to your intentions.

*Accrington Hotel Building
Looy and John Bee*

Premium	<u>6/-</u>
Renewal premium	<u>6/-</u>

