

FRANK L. H. COLLIERSON'S
INSURANCE BROKERS
10, MARK LANE
mt oct 19/93

THE

EMPRESS ASSURANCE CORPORATION LIMITED.

FIRE &



MARINE.

**AUTHORISED CAPITAL £500,000.
SUBSCRIBED CAPITAL £375,000.**

HEAD OFFICE,

33, CORNHILL, LONDON, E.C.

Whereas Messrs. Sawsons and Leaps limited, of St. Pauls Churchyard, and Barber Lane, E.C., warehousemen,

having paid the Sum of *Three Pounds* to THE EMPRESS ASSURANCE CORPORATION, LIMITED, of LONDON, for Insuring from Loss or Damage by Fire the Property hereinafter described, not exceeding the Sum specified on each Article, viz.:-

£ 2000
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On Stock in trade, the Insured's own or held by them in trust or on commission for which they are responsible, in their new warehouses situate St. Paul's Churchyard, Dean's Court and Carter Lane E.C. and marked A. B. C. D. E. & F. on plan lodged in this Office; subject to Average as below recited.

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 their own Insurers for the difference and shall bear a rateable share of the loss accordingly.

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

Now be it known, That until the *Sixteenth* day of *May* 1897, the said Corporation will out of its Capital, Stock and Funds pay or make good to the said Insured, his, or her, or their Executors and Administrators, all the damage and loss which the said Insured shall suffer by Fire on the Property hereinbefore mentioned, not exceeding on each item respectively the sum hereinbefore declared to be Insured thereon, and not exceeding in the whole the sum of *Two thousand Pounds* but subject always to the conditions and stipulations of the said Corporation endorsed hereon, which are to be taken as part of this Policy, and which constitute the basis of this Insurance.

Signed this *Seventeenth* day of *March* 1897, on behalf of THE EMPRESS ASSURANCE CORPORATION, LIMITED.

Examined *EXCH*

Entered *102*

Alfred Ford Fire Manager.

Aubrey Coventry Director.

Chairman.

T. G. FARDELL, Esq. M.P.

Vice-Chairman.

J. A. H. DROUGHT, Esq.

Directors.

FRED. J. ASTBURY, Esq., F.C.A.	JAMES ARTHUR HUMPHREY, Esq.
AUBREY COVENTRY, Esq.	R. W. LEYLAND, Esq., J.P.
ALBERT EARWAKER, Esq.	SCOTT LINGS, Esq., J.P.
PETER GALBRAITH, Esq., J.P.	ROBERT PARKER, Esq.
WILLIAM LAW, Esq.	JOHN T. PETROCKING, Esq.
CHARLES A. HEYWOOD, Esq.	RANDALL H. PYE, Esq.

Fire Manager—ALFRED FORD.

Underwriter—HENRY M. GREY.

Secretary.

DE WESTLEY LAYTON.



The Empress Assurance

FIRE.



MARINE.

Corporation, Limited.

FIRE POLICY

No. 2828

Name Parsons & Co. Ltd.

Sum Insured, £2,000.

Renewable 16th May 1897.

Agency Collins & Sons.

E.C.

Policies and their Conditions should be carefully examined, and in the event of any correction being found necessary the Corporation should be communicated with at once.

THE CONDITIONS AND STIPULATIONS, within referred to, are as follows:—

1. Any material mis-description of the Property purported to be insured, or of any part thereof, or of any building or place in which Property insured is contained, or any mis-statement or concealment of or omission to state any circumstance or to give any information material to be known for estimating the risk or the rate of premium to be charged, renders this Policy void as to the Property affected by such mis-description, mis-statement, concealment or omission respectively.

2. If after the risk has been undertaken by the Corporation, anything whereby the risk is increased be done to Property hereby insured, or to, upon, or in, any Building hereby insured, or any Building or Place in which Property hereby insured is contained, or if any Property hereby insured be removed from the Building or Place in which it is herein described as being contained, without, in each and every of such cases, the previous assent or sanction of the Corporation signified by endorsement hereon, the insurance as to the Property affected by any such causes ceases to attach.

3. 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, Bills of Exchange, Promissory Notes, Money, Securities for Money, Government or other Stamps or Books of account; nor Gunpowder; nor Loss or Damage occasioned by, or happening through, any Invasion, Foreign Enemy, Insurrection, Civil Commotion, Riot, or any Military, or Usurped Power whatever; nor by the act of any person or persons engaged or concerned in notorious resistance to the authority of Magistrates, or any other lawful authority; nor Loss or Damage to any goods which may be destroyed or damaged whilst undergoing any process in or by which the application of fire-heat is necessary; nor Loss or Damage arising from, or through Fermentation, or Heating, or Spontaneous Combustion, of the subject insured; nor Loss or Damage caused by Explosion, other than Explosion, in a Building not being part of any Gasworks, of Gas used solely for Illuminating purposes; nor Loss or Damage to Property which at the time of the happening of such Loss or Damage is insured by any Marine Policy or Policies, except in respect of any amount not exceeding the sum hereby insured which may be in excess of the amount which would have been payable under a Marine Policy or Policies had this Policy not been effected. Loss or Damage caused by Lightning, whether the Property insured be actually set on fire thereby or not, will be deemed to be Loss or Damage within the meaning of this Policy.

4. This Policy will cease to be in force as to any Property hereby insured the right or title to which, or the right to possession of which, shall have passed from the Insured to any other person, otherwise than by Will or operation of law, unless and until notice of such change shall have been given to the Corporation and the continuance of the insurance in favor of such other person shall have been declared by a Memorandum endorsed hereon by or on behalf of the Corporation.

5. On the happening of any Loss or Damage by Fire to the Property hereby Insured, or any part thereof, the Insured is forthwith to give notice in writing thereof to the Corporation; and, at his own expense, within fifteen days at latest after the fire, to deliver to the Corporation as particular and detailed an account, in writing, as reasonably practicable of such Loss or Damage, and of the estimated amount thereof, having regard to the value, at the time of the fire, of the property damaged or destroyed, and of the several articles or matters to which the Loss or Damage applies, and in support thereof to give to the Corporation all such vouchers, proofs, and explanations as may be reasonably required, together with a statutory declaration of the truth of such particulars and estimate; and the Insured shall produce to the Corporation, or their Agents in that behalf, his books of account, and such other documents as may be reasonably required in verification thereof; and no claim in respect of such Loss or Damage shall be payable until such notice, accounts, proofs and explanations respectively shall have been given, and such documents as aforesaid produced. The Insured shall not be permitted to abandon any property insured which shall have been injured by or in consequence of fire without the express consent of the Corporation.

6. If the claim be in any respect fraudulent, or if any wilful mis-statement or wilfully untrue representation 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 and particulars given in accordance with the last preceding condition, and within three months next after the fire, supported in accordance with that condition, or if the claim be so made and rejected, and an arbitration shall not be demanded by the Assured within three months after such rejection, all benefit under this Policy will be forfeited, and no claim will be recoverable by action or otherwise, and time is to be deemed of the essence of the Contract.

7. The Corporation may, if they think fit, wholly or in part rebuild, restate, or replace, buildings, goods, merchandise, and other the property damaged or destroyed, or any part or parts thereof respectively, and if any such property, or any part thereof respectively, shall at the time of the damage or destruction be to any extent insured by any other Policy, this Corporation may join or concur with any other Company or insurers in wholly or in part rebuilding, reinstating, or replacing, the same respectively, or any part thereof respectively. If this Corporation elect so to rebuild, restate or replace, or to join with any other Company or insurers in rebuilding, reinstating, or replacing, no money shall be payable to the Insured under this Policy, except in respect of such part (if any) of the

property hereby insured as shall not be so rebuilt, reinstated, or replaced, and under no circumstances shall this Corporation be liable, or be called upon, to pay or expend in respect of, or in relation to, any such rebuilding, reinstatement or replacement, or any expense, or outlay, incidental thereto, more in the aggregate than the sum for which the property damaged, or destroyed, and which the Corporation shall have elected to rebuild, restate, or replace, is hereby insured, or a proportionate part thereof in case of any such other insurance as aforesaid. No acts done, or caused to be done by this Corporation with respect to property damaged, or destroyed, or the salvage thereof for the purpose of ascertaining the extent of Loss, or Damage, or the cost of rebuilding, reinstating, or replacing shall be deemed an election by this Corporation to rebuild, restate, or replace, or to concur therein, and this Corporation shall not be called upon so to elect, unless and until this Corporation shall have obtained all such information, and all such plans and estimates as may be deemed necessary or expedient for the purpose of such election or otherwise.

8. Upon the happening of any Loss, or Damage, by fire to any building, property, or effects, in respect of which a claim shall have arisen, or may be alleged to have arisen, under this Policy, this Corporation may, without being deemed wrong-doers, by their authorised officers and servants, enter into possession of such building and premises, and any premises connected therewith then in the occupation of the Insured, and may examine, sort, sift, arrange, remove, or otherwise deal with, the contents thereof, and the building, property and effects, in respect of which a claim may be alleged to have arisen, and may keep possession of such building and premises and other property and effects, until the claim is adjusted or settled, and this Policy shall be proof of leave and license for that purpose.

9. If at the time of Loss, or Damage, happening to any property insured by this Policy, there shall be any other subsisting insurance, or insurances, whether effected by the insured, or by any other person, covering the same property, or any part thereof, this Corporation shall not be liable to pay, or contribute, in respect of such Loss or Damage, more than its rateable proportion of the aggregate liability under all the insurances covering such property, and on the happening of any Loss or Damage, the Insured shall forthwith give notice in writing to the Corporation of all other insurances covering any property hereby insured, and no claim under this Policy shall be payable until such notice has been given.

10. In all cases where any other subsisting insurance, or insurances, whether effected by the Insured, or by any other person, covering any property hereby insured, either exclusively, or together with any other property, shall be subject to average, the insurance on such property under this Policy shall be subject to average in like manner, and in ascertaining the separate liability of this Corporation as provided in the last preceding condition, this condition as to average shall be taken into account.

11. If and whenever any difference shall arise between this Corporation and the Insured, or any Claimant under this Policy, as to the amount, or adjustment, of any Loss or Damage by Fire, or as to the amount of any other claim or demand upon the Corporation in respect of or incidental to, or connected with, this Insurance, or arising thereout, the amount (if any) to be paid by this Corporation shall, whether the right to recover on the Policy be disputed on the ground of fraud or any other ground or not, and independently of all other questions, be submitted to the Arbitration of some one person to be chosen by both parties, or failing the choice of such one person to two indifferent persons, one to be chosen by the party claiming and the other by this Corporation, and in case either party shall neglect or refuse to appoint an Arbitrator within 28 days after notice in writing, the Arbitrator appointed by the other party shall act as sole Arbitrator, and in case the Arbitrators (if more than one) shall differ, the matters in difference shall be submitted to the Arbitration of an Umpire to be chosen by the Arbitrators before entering on the reference. Each party to pay his or their own costs of the reference and a moiety of the costs of the Award and of the Arbitrators and Umpire, and the Award of the Arbitrators or Umpire, as the case may be, shall be conclusive evidence of the amount of the Loss, or Damage, and of any other such Claim or Demand as aforesaid, and this condition shall be deemed and taken to be an Agreement to refer as aforesaid, and may be made a Rule of Her Majesty's High Court of Justice, or of any Division thereof, and it is hereby declared to be an express condition of this Policy and part of the Contract between the Corporation and the Insured that the party Insured or other Claimant shall not be entitled to commence, or maintain, any action on this Policy, or in respect of any act, or thing, connected therewith, or arising thereout, unless and until the amount of the Loss or Damage, Claim or Demand shall have been referred and determined as hereinbefore provided, and then only for the sum so conditionally awarded, and the obtaining of such Award shall be a condition precedent to the commencement of any action or other proceeding upon this Policy or in respect of any such Claim or Demand.

12. 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 Corporation in respect thereof for Premium or otherwise will be forfeited to, and retained by the Corporation.

13. No Insurance will be in force until the Premium, or a deposit on account thereof, shall have been actually paid, and a receipt for the same on the printed form issued by the Corporation shall have been signed by an authorised Officer, or Agent of the Corporation, and delivered or sent to the Insured or his Agent. No receipt for renewal of any Premium, or any other payments to the Corporation in respect of this Policy, will be recognised unless on the printed form issued by the Corporation and signed by a duly authorised Officer or Agent of the Corporation.