

# FIRE POLICY.

Policy No.

A 70433

Sum Insured.

£ 200: - : -



First Premium.

From February 12/ 1907

To March 25/ 1908

£ 1 : 3 : 6

Renewal Premium.

Date March 25/ 1908

£ 1 : 0 : 0

(Incorporated under the Companies Acts, 1862 to 1900).

CAPITAL - - - £40,000.

FENCHURCH BUILDINGS, LONDON, E.C.

Whereas Henry Bangford of Tower View, Benwell Village, Newcastle. in the County of Northumberland. Blindmaker.

(hereinafter called "the Insured") is desirous of effecting with THE SOVEREIGN SICKNESS, ACCIDENT AND GUARANTEE CORPORATION, LIMITED, (hereinafter called "the Corporation") an insurance against loss by FIRE of the property of the Insured, herein described to the amount or respective amounts hereinafter specified.

It is Witnessed that in consideration of the payment to the Corporation of the first Premium above specified being the Premium for the period from noon on the Twelfth day of February One Thousand Nine Hundred and Seven to noon on the 25<sup>th</sup> day of March this Policy by the consent of the Directors of the Corporation and by payment of the above-mentioned renewal Premium, the property herein described or any part thereof shall be destroyed or damaged by fire upon the premises wherein the same is herein stated to be situate, then the Corporation shall pay or make good to the Insured such loss, but subject always to the terms and conditions set forth at the back hereof, and not exceeding in the whole the sum or sums of money respectively insured thereon.

Provided always that the Premium for this Insurance must be actually paid to the Corporation before any liability commences thereunder.

Provided also that all sums which may from time to time be paid by the way of compensation to the Insured under this Policy in any one year shall be accounted in diminution of the sums insured, so that in case of subsequent loss or damage during the same year the total amount payable by the Corporation shall not in any case exceed the sums insured in respect thereof.

Provided also that the Insurance hereby made is and shall be subject to the conditions and to the memorandums, if any, endorsed hereon, in like manner as if the same were respectively repeated and incorporated herein.

Provided further that the funds and property of the Corporation for the time being shall alone be liable for the payment of the moneys payable under this Policy, and no Shareholder, Director or other officer of the Corporation shall be liable for or in respect of the same otherwise than to the extent of the amount for the time being remaining unpaid on the Shares held by him in the Capital of the Corporation.

£150. On Stock in Trade as a Blind Maker.

£50. On Trade Fixtures therein (exclusive of Plate Glass & Plate Glass fronts).

£200. All the Property of the Assured in his shop, situate & known as Tower View, Benwell Village, aforesaid, brick built & tiled or slated & in the sole occupation of the Assured.

This Insurance is hereby declared to be subject to the undermentioned condition of Average.

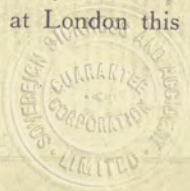
### AVERAGE CLAUSE.

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 the rateable share of the loss.

As witness whereof this Policy has been subscribed by two of the Directors of the said Corporation, and the Seal of the Corporation set thereto at London this 13<sup>th</sup> day of Feb<sup>y</sup> One Thousand Nine Hundred and Seven.

Entered 80.

Examined



William R. Sull  
G. S. Cunningham } Directors.



**CAPITAL - £40,000.**

**Head Offices:**

**FENCHURCH BUILDINGS,  
LONDON, E.C.**

Telephone No.: 173, Avenue.

Telegraphic Address: "Confederal, London."

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## Fire Policy.

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Policy No. A 70433

Name of Insured.

Henry Bangford.

Address Tower View, Benwell  
Village.

Amount Insured £200.

Renewal Premium due March 25/08

Present Premium £ 1 : 3 : 6

Premium £ 1 : 0 : 0

Agent J. Fergusson.

Branch \_\_\_\_\_



## Conditions referred to on the other side hereof and forming part of this Policy.

1.—Every person proposing an Insurance must give a description of the property to be insured, and of any building or place in which any of the property to be insured is contained, and must from time to time state any fact that should be known to the Corporation for estimating the risk. Any misdescription, or any omission to state the existence of any hazardous trade, or of any apparatus in or by which heat is produced other than grates in common fire-places, and any mis-statement or omission to state any fact that should be known to the Corporation for estimating the risk, whether at the time of effecting the Insurance or afterwards, renders this Policy void.

2.—The insurance will not be in force until the full premium has been actually paid, notwithstanding the fact that possession of the Policy may be obtained without such payment. No receipts are to be deemed valid unless given on the office printed forms endorsed by the Manager.

3.—Every insurance will cease at Noon of the day in that behalf specified in the Policy, unless some other time be therein mentioned; or unless the property insured thereby or some part of it shall be also insured by another Policy (whether in the Corporation or elsewhere), under which the Insurance is stipulated to cease at an earlier hour on the same day, in which event this Insurance shall also cease at such earlier hour.

4.—The Insurance may be terminated at any time at the option of the Corporation on giving notice to that effect. Such notice shall be deemed to be duly given if posted in a prepaid letter, addressed to the Assured, at the address appearing on the Policy, or if left on the premises insured.

5.—This Policy does not cover:—

- (a) Property held by the Assured in trust or on commission or otherwise than as absolute or beneficial owner, unless expressly described as such in the Policy; or
- (b) China, clothing, glass, looking-glasses, clocks, watches, trinkets, medals, curiosities, manuscripts, Government Stamps, engravings, prints, paintings, drawings, sculptures, tapestries, musical, mathematical, philosophical, or scientific instruments, plans, patterns, models, moulds, or designs, unless specially mentioned in the Policy; or
- (c) Deeds, bonds, bills of exchange, promissory notes, money or securities for money, documents of title, or books of account; or
- (d) Gunpowder; or
- (e) Loss of, or damage to, property occasioned by its undergoing any heating process; or
- (f) By explosion, except loss or damage by explosion of gas used for lighting or heating purposes in a building not forming part of any gas works, and to which building, or to the contents of which building, this Policy applies.

If more than 7 lbs. of gunpowder shall at the time of a fire be upon the premises insured, or where property insured, is kept, or in the case of the Assured being a dealer in that article, if there shall be more than 1 cwt., this Policy will be void.

6.—This Policy does not cover loss or damage to property which, at the time of the happening of such loss or damage is insured by a Marine Policy or Policies.

7.—This Policy does not cover petty claims, and no sum for loss under Forty Shillings will be paid, nor does it cover any loss or damage occasioned by or in consequence of invasion, foreign enemy, insurrection, civil commotion, riot, tumultuous assembly, earthquake, explosion or spontaneous combustion, or subterranean fire, nor loss or damage to property occasioned by its own fermentation or natural heating.

8.—If any alteration or addition be made in or to any building insured, or in which any insured property is contained or in or to any building adjoining or near to the property insured (if belonging to or occupied by the Assured), or if any steam engine, stove, or other apparatus for producing heat, or any trade, business, or chemical or manufacturing or other process or operation (and whether for the purpose of trade or otherwise), or any hazardous goods, not respectively mentioned in the Policy, or allowed by endorsement thereon, be introduced into or carried on in any building insured, or in which any property insured is contained, or if any property insured be removed into other premises, notice thereof (whether the same be temporary or permanent, and whether the risk shall be increased thereby or not) must be given in writing to the Corporation, and allowed by endorsement on the Policy, and until such notice is given, and the alteration, addition, introduction or removal is allowed, and an additional premium (if required by the Corporation) paid, the Assured will not be entitled to any benefit under the Policy.

9.—Buildings detached or so separated as to occasion a plurality of risks, must be insured in separate sums, and property contained in such buildings, or being in two or more places so separated as to occasion a plurality of risks, must also be insured in separate sums, otherwise the Corporation will be liable to pay or make good such proportion only of the loss or damage by fire as the sum insured shall bear to the collective value of the buildings or property at the time of the fire.

10.—No steam engine shall be worked without an ash-box, or be fed with any fuel or material for producing heat other than coal or coke, otherwise the Insurance on such steam engine and all machinery and apparatus used therewith, as well as the Insurance on the stock will become void.

11.—If at the time of effecting the Insurance, or at any time afterwards, a railway shall pass within 100 yards of any part of a detached building, farm, or farming property insured, such fact must be notified in writing to the Corporation, and allowed by endorsement on the Policy, and such additional premium must be paid, coupled with such stipulations as the Corporation may require, or the Policy will be void.

12.—No floating Insurance is allowed without the average clause. The stock on two or more farms cannot be issued in one gross sum. The words "agricultural produce" do not embrace hops in oast houses, and the process of dipping hop poles in creosote must not be carried on upon the premises, unless the same is specially allowed by the Policy, otherwise this Policy will be void.

13.—If a Policy be granted by this Corporation for insuring property which at the time of granting such Policy shall be insured in any other Corporation, Company, Society, or Association, or if after having insured property with this Corporation an Insurance shall be granted by any other Corporation, Company, Society, or Association upon the same property or any part thereof, in this or any other office, and whether insured separately, or together with any other property, such fact, and the amount and extent of such Insurance, must be notified in the Policy of this office or by an endorsement thereon, signed by one of the Corporation's Directors, otherwise the party will not be entitled to recover compensation from this Corporation in the event of loss or damage; and whenever Insurances are effected with this Corporation and at the time of any fire the property at risk or any part thereof shall also be insured elsewhere, whether by the same party or by other persons on his behalf or having joint or separate interests in such property, the responsibility of this Corporation (if any) shall be limited to the payment of a rateable proportion only of any loss or damage that may be sustained.

14.—Whenever any person insured shall transfer his Policy, or in any manner alter, qualify, or part with his interest in the property insured or any part thereof a written notice of such fact shall, within fifteen days therefrom be given to the Corporation, and the Policy shall also be transmitted with the notice, that a memorandum of such fact may be endorsed thereon, or the Policy will be void.

15.—On the happening of any loss or damage the Assured shall immediately give notice thereof by telegram to the Corporation, and shall within twenty-eight days after the fire, and at his own expense, deliver to the Corporation 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 a particular account of the several articles and things damaged and destroyed, with the estimated value of each of them respectively at the time of the loss or damage, together with cost when new and how long in possession of the Insured. The Assured shall also produce and give to the Corporation when, where, and to whom, and in manner required by it, and at his own expense, all such plans, specifications, estimates, deeds, books of accounts, vouchers, invoices, copies thereof, documents, proofs, and explanations with respect to the claim and the alleged loss or 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 as to all other matters as may be reasonably demanded; and, 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.

16.—On the happening of any loss or damage, in respect of which a claim is or may be made under this Policy, the Corporation and every person authorised by the Corporation, 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 Assured 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 adjusted or settled, without thereby incurring any liability; and this condition shall be evidence of the authority of the Corporation, and of the leave and licence of the Assured so to do. If the Assured, or anyone acting on his behalf, shall not comply with the requirements of the Corporation, or shall hinder or obstruct the Corporation in doing any of the above-mentioned acts, then all the benefits under this Policy shall be forfeited, and it is further agreed and understood that in the event of a claim arising within and after a period of three months from the issue of this Policy (after operation of the average clause) only one-fourth of the loss or damage suffered shall be payable; after six months, one-half; after nine months, three-fourths; and after the Policy is of twelve months' duration the Policy-holder shall be entitled to full benefit.

17.—The amount of loss will be paid within six months after such amount shall have been established to the satisfaction of the Directors. The Corporation 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 or may join with any other Insurers in making 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 Corporation may think fit. In case the Corporation elect to do so, the Assured at his own expense, shall supply and produce as and when required, all plans, specifications, measurements, documents, books, and information, oral and documentary, which may be requisite for the purpose, or shall forfeit the benefits of this Policy. Provided always that the Corporation shall not in any case be liable to lay out or expend, in respect of any of the items insured, more than the sum insured by the Corporation thereon. The reinstatement shall be as near as circumstances will permit, and the same shall be sufficient, notwithstanding it may not be precisely of the same description, size, quality, or materials as the property destroyed, provided it be a substantial reinstatement; and any dispute as to the sufficiency of such reinstatement shall be determined by arbitration in the manner and subject to the same conditions and stipulations as in the next condition contained.

18.—If a dispute or difference shall arise under this Policy, whether as to the liability of the Corporation, or as to the amount of compensation to be paid to the Insured, or otherwise, the matter shall, if required by the Corporation, be referred to the arbitration of two indifferent persons (one to be chosen by each party), or their umpire in the usual way; and in such case if either party shall neglect or refuse for the space of fourteen days, after request in writing from the other so to do, to name an arbitrator, the arbitrator of the other party may proceed alone, and the award of such arbitrator, arbitrator, or umpire shall be binding on all parties, and may be made a rule of the High Court, and no action or proceeding shall be brought or prosecuted, except for the sums so awarded and costs. Such arbitration shall be held at some place within ten miles of the Royal Exchange, London. The costs of the arbitration shall be in the discretion of the arbitrators or umpire; but before proceeding to arbitration each party must deposit £5. with the Corporation's Bankers against costs to abide the arbitrators' decision.

19.—When a fire happens and endangers property insured, or partly insured by the Corporation, and partly uninsured or not fully insured, or insured elsewhere (with the consent of this Corporation), this Corporation will pay, or (as the case may be) contribute in a rateable proportion only towards the expenses incurred. In case of fire a reasonable charge for the removal of goods or chattels will be allowed, but this Corporation will not make good losses by theft.

20.—The Assured and any claimant under this Policy shall, at their own expense, do and concur in doing, and permit to be done, all such acts and things as may be necessary or are required by the Corporation for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Corporation shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Corporation.

21.—If the claim be in any respect fraudulent, or if any false statement, 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 devices are used by the Assured or anyone 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 act, or with the connivance or carelessness of the Assured, or any other person, all benefit under this Policy is forfeited. If liability for payment of a claim is disputed, and the Assured does not commence arbitration with the Corporation (as per Clause 18) within fourteen days after receiving notice from the Corporation, all liability in respect of such claim shall thenceforth cease, and thereupon this condition may be pleaded in bar to any action or proceeding then pending or thereafter commenced, time being the essence of this Contract.

22.—In all cases where the 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 will be forfeited. Acceptance of this Policy shall be deemed agreement to its conditions, and two days' possession shall be deemed acceptance.