

Policy

Sum Insured

No. 70665

£ 500

Present Payment.

Future Payment.

From 9th April 1897  
To Ladyday 1898

At Ladyday Annually  
4/1082

£ 0 . 12 . 6

£ 0 . 12 . 6



# THE PATRIOTIC ASSURANCE COMPANY

CAPITAL £1,500,000.

HEAD OFFICE: 9 COLLEGE GREEN, DUBLIN.



LONDON BRANCH, 19, King William Street, E.C.

This Policy of Assurance Witnesseth THAT *Mrs Mary Evelyn Smith of Drumlane, Manmally, Kells, County Meath* and *Mrs Edith Smith of Sandhorough, Kesh, County Down* hereinafter called **The Insured**, having paid to **The Patriotic Assurance Company**, hereinafter called **The Company**, the Sum of *Twelve Shillings and Six pence* for insuring against loss or damage by Fire and Lightning, as hereinafter mentioned, the property hereinafter described, in the several sums following, namely:—

*On the Building of a House occupied in Dorements situate No. 12 Cluff Street in the City of Dublin Five Hundred Pounds £500*

*Said Building is built of Brick and Stone and slated and not heated otherwise than by ordinary fireplaces and kitchen range*

*Policy No. 16352 cancelled hereby*

The Company hereby agrees with The Insured (but subject to the conditions on 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 9th day of April 1897, and the 25th day of March 1898, both inclusive, or at any time afterwards, so long as The Insured or their Representatives in interest shall pay to The Company and it shall accept the sum required for the renewal of this Policy, on or before the 25th day of March in each succeeding year, 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, and not exceeding in the whole the sum of *Five Hundred Pounds*

Provided always, nevertheless, that the Capital Stock and Funds of the said Company shall alone be liable to answer and make good all claims and demands whatsoever, under and by virtue of this Policy, and that no Proprietor or member of the Company shall, by reason of this Policy, be in any way subject or liable to any such claims or demands, or be in anywise charged beyond the amount of his or her Share or Shares of the Capital Stock or Funds of the Company, anything herein contained to the contrary notwithstanding.

In Witness whereof the Directors of the Company have caused the Seal of the Company to be hereto affixed, and one of the Directors has hereunto subscribed his name this *Twenty ninth* day of *April* One Thousand Eight Hundred and *ninety Seven*

Examined  
Entered

Signed and Sealed in presence of

*And H. O. Russell*  
Manager.

*McGeohagan* Director.

The Insured should be careful to have all Policies on the same property expressed in precisely the same terms.



**THE PATRIOTIC ASSURANCE COMPANY.**

FOUNDED 1824. CAPITAL £1,500,000.  
HEAD OFFICE,  
9 COLLEGE GREEN, DUBLIN.

London Branch:—  
19, KING WILLIAM STREET, E.C.

Fire Policy No. 70665

Sum Insured £ 500

Name Mrs. Mary E. Smith Esq.

Renewable at Ladyday

Issued through the Agency of

The Insured should read the Policy, and if not strictly in Accordance with their intentions, return it immediately for correction.

THE CONDITIONS WITHIN REFERRED TO ARE AS FOLLOWS.

1. Any material misdescription 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 misdescription, 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, 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, or if the Insured shall refuse or neglect to pay any further premium which may be demanded in consequence of any increase of risk, 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 Deeds, Bonds, Bills of Exchange, Promissory Notes, Money or Securities for Money, Documents of Title, 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 Spontaneous Fermentation or heating of such Property; nor by Explosion, except Loss or Damage by Explosion of Coal Gas in a building not forming part of any Gasworks, and to which building, or to the contents of which building, this Policy applies; nor does it cover any Loss or Damage occasioned by or in consequence of Invasion, Foreign Enemy, Hostilities, Riot, Theft, Civil Commotion, Military or Usurped Power, or Earthquake.

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 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 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 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 devices 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 every person 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 adjusted or settled, without thereby incurring any liability, and this Condition shall be evidence of the authority of the Company, and of the leave and licence of the Insured so to do. If the Insured or any one acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in doing any of the above-mentioned acts, then all benefits under this Policy shall be forfeited.

9. The Company may in the name of the Insured at any time, whether before or after the adjustment or ascertainment of any alleged Loss or Damage insured against, sell or dispose of any Salvage, or any of the Property taken possession of or removed by its authority, and this Condition shall be evidence of the authority of the Company, and of the leave and licence of the Insured so to do. And in the event of the Policy being void, ceasing to attach, or its benefits being forfeited, the Company shall not be liable in respect of such sale or disposal to any greater amount than the net proceeds of such Salvage or Property. The Insured shall not, in any case, have any right to abandon any Property to the Company, whether taken possession of by the Company or not.

10. If, at the time of any Loss or Damage happening to any of the Property hereby insured, there be any other subsisting Insurance or Insurances, effected by the Insured or by any other person or persons on his behalf, covering the same Property, this Company shall not be liable to pay or contribute more than its rateable portion of such Loss or Damage.

11. In all cases where any other subsisting Insurance or Insurances, effected by the Insured or by any other person or persons, covering any of the 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 of such Property under this Policy shall be subject to Average in like manner.

12. On the happening of any Loss or Damage, the Insured shall forthwith give notice in writing to the Company of all other Insurances effected by him covering any of the Property hereby insured, and no claim under this Policy shall be payable until such notice shall have been given.

13. No Insurance will be in force until, nor will the Company be liable in respect of any Loss or Damage happening before the Premium, or a deposit on account thereof, is actually paid, and no such Payment or Deposit, and no Payment in respect of the Renewal of this Policy, shall be good unless a receipt for it, upon a printed form issued from the Office of the Company, and signed by one of the Company's authorised Officers or Agents, shall have been given to the Insured.

14. Every notice or communication to the Company, required by any of these Conditions, must be written or printed.

15. If and whenever any difference or differences shall arise between the Insured or any Claimant under this Policy and the Company, as to any claim for any Loss or Damage, or any other claim against the Company, or as to any matter touching the rights, duties, and liabilities of the Insured or the Company, or otherwise in any way relating to or arising out of this Policy, such difference or differences shall be referred to the decision of an Arbitrator, to be appointed in writing by both parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, of whom one shall be appointed in writing by the party claiming, and the other by the Company; and in case of disagreement between the Arbitrators, to the decision of an Umpire, to be appointed by the two Arbitrators in writing, before entering on the reference, who shall sit with the Arbitrators and preside at their meetings during the reference, unless the Arbitrators shall otherwise agree in writing; and the death of any of the parties shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators, or Umpire respectively. And the Arbitrator, Arbitrators, or Umpire, or any of them, shall, at the request of either party, or may, of his or their own motion, state the facts upon any question of law, in a Special Case, for the opinion of the Court, and shall have power to make one or more awards as to any of the matters in difference respectively at their or his discretion. Each party shall 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 Company shall not be liable in respect of any claim for any Loss or Damage, or for any act, neglect, or default in the exercise of any of the powers and authorities given to it by the Policy or otherwise, unless and until the liability of the Company and the amount of its liability in respect of the claim shall, if not admitted, have been referred to and determined by such Arbitrator, Arbitrators, or Umpire, whose award thereon shall be a Condition precedent to any liability of the Company, or any right of action against the Company in respect of such claim.

16. Whenever any person is referred to herein as the Insured, such description shall include not only the person effecting the Policy, but his successor in interest, duly acknowledged by a memorandum made on the Policy by or on behalf of the Company.

17. In all cases where this Policy is void, or has ceased to be in force or to attach, or all benefit under it is forfeited, all moneys paid in respect thereof will be forfeited to the Company.