

# CO-OPERATIVE INSURANCE SOCIETY LIMITED

(The Joint Insurance Dept. of the C.W.S. and S.C.W.S.)

ESTABLISHED 1867

CHIEF OFFICE: 109, CORPORATION STREET, MANCHESTER, 4

In consideration of the Insured named in the Schedule hereto paying to the CO-OPERATIVE INSURANCE SOCIETY LIMITED (hereinafter called the Society) the first premium mentioned in the said Schedule.

The **Bociety agrees** (subject to the Conditions contained herein or endorsed or otherwise expressed hereon which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium the property insured described in the said Schedule, or any part of such property

- (a) be destroyed or damaged by fire lightning thunderbolt or explosion or
- (b) being the contents of a private dwelling house used as such in its entirety be destroyed or damaged by earthquake or
- (c) being a private dwelling house used as such in its

entirety or the contents thereof situate in Great Britain be destroyed or damaged by fire occasioned by or happening through riot and civil commotion

at any time before 4 o'clock in the afternoon of the last day of the period of insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Society shall have accepted the premium required for the renewal of this policy, the Society will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

**Provided that** the liability of the Society shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Society.

**Provided always** that this policy is issued out of the Fire Insurance Section of the Society, and the Fire Insurance Fund together with the Share Capital and General Reserve Fund of the Society shall alone be answerable for any claims under this policy.

# CONDITIONS

- 1. This policy shall be avoided with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance whereby the Insured's interest ceases except by will or operation of law unless such alteration be admitted by memorandum signed by or on behalf of the Society.
- 2. No liability shall attach to the Society under this policy for any consequence, whether direct or indirect, of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
- 3. On the happening of any destruction or damage the Insured shall forthwith give notice thereof in writing to the Society and shall within thirty days after such destruction or damage, or such further time as the Society may in writing allow, at his own expense deliver to the Society a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property destroyed or damaged and of the amount of destruction or damage thereto respectively having regard to their value at the time of the destruction or damage, together with details of any other insurances on any property hereby insured.
- 4. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited.
- 5. If the Society elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Society all such plans and specifications and information as the Society may reasonably require. The Society shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon

- 6. On the happening of any destruction or tamage in respect of which a claim is or may be made under this policy the Society and every person authorised by the Society may, without thereby incurring any liability and without diminishing the right of the Society to rely upon any conditions of this policy, enter, take or the possession of the building or premises where the destruction or damage has happened, and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and Ecense of the Insured to the Society so to do. If the Insured or anyone acting on his behalf shall not comply with the requirements of the Society or shall hinder or obstruct the Society in doing any of the above mentioned acts, then all benefit under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Society whether taken possession of by the Society or not.
- 7. If at the time of any destruction of or damage to any property hereby insured there be any other insurance effected by or on behalf of the Insured covering any of the property destroyed or damaged, the liability of the Society hereunder shall be limited to its rateable proportion of such destruction or damage.
- 8. All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, and the making of an Award shall be a condition precedent to any right of action against the Society. After the expiration of one year after any destruction or damage the Society shall not be liable in respect of any claim therefor unless such claim shall in the meantime have been referred to arbitration.

# MEMORANDUM

If at the time of destruction or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such

destruction or damage shall be entitled to the benefit of this policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Society under this policy up to the date of completion.

### SPECIAL NOTE

In this policy the following expressions shall bear the meaning hereunder attached to them :-

UNITED KINGDOM

England, Wales, Scotland, Ireland, the Channel Islands and the Isle of Man.

GREAT BRITAIN

IRELAND

England, Wales, Scotland, the Channel Islands and the Isle of Man. Northern Ireland and the Irish Free Renewal premiums must be paid annually, within FIFTEEN DAYS after the expiration of each year, or the insurance will be void.

No acknowledgments of insurances taken by this Office will be issued, except such as are on printed forms, and signed by one of the officials or agents of the Society.

Rents are not insured by this policy unless specified and a separate sum placed thereon.

### SCHEDULE.

Name and Address of Insured BUTTON, MRS. MARGARET Policy No. F 673358 of, 7 Back Street, Embo, Sutherland. Agency No. 10/10/31/10. The property insured: Sum On FURNITURE and HOUSEHOLD and PERSONAL EFFECTS of every description, excepting money, securities, stamps, documents and manuscripts, the property of the Insured, his family and servants (no one curio, picture or other work of art to be valued at more than FIVE PER CENT of the sum insured by this item) in Insured's private dwelling-house brick and/or stone built and slated and/or tiled, and situate as aforesaid, or whilst temporarily removed therefrom Insured thereon (excepting property for sale or exhibition or property contained in any furniture depository) but remaining in the United Kingdom. The property so removed shall be insured, if and so far as not otherwise insured, for a sum not exceeding in the aggregate fifteen per cent of the sum insured by this item, and the sum insured in respect of furniture and household and personal effects in the Insured's dwelling-house aforesaid shall be reduced by such amount (or by the value of the property removed if less) for the period of the temporary removal. 200 On BUILDING of said PRIVATE DWELLING-HOUSE £ 300 Total Sum Insured £ 500 Premium for period 6 - :7:3 PERIOD OF INSURANCE Return on policy number day of April, 1941,

In Witness whereof this Policy has been signed BY ORDER OF THE GENERAL COMMITTEE, this day of April, one thousand nine hundred and Twenty-fourth

hereby cancelled

day of April.

Net first premium

Renewal premium Due each 22nd.

Examined by

22nd

22nd

to 4 o'clock in the afternoon

day of

April, 1942.

From the

of the

General Manager.

The Insured should carefully read this policy, together with any clause endorsed hereon, and return it to the Office if any correction be necessary.