

No. 2280432

STOCK

POLICY

\$10000.00

# Scottish Union & National

## INSURANCE

## COMPANY



35 St Andrew Square, EDINBURGH.

3 King William Street, LONDON.



Martin Bennett, Manager.

James H. Brewster, Asst. Manager.

UNITED STATES BRANCH, Hartford, Conn.

Established 1824

In Consideration of the Stipulations herein named and of One Thousand & Twenty Five Dollars Premium  
 Does Insure A. C. McDowell, Trustee  
 from the 19th day of August 1898, at noon, to the 19th day of August 1899, at noon,  
 against all direct loss or damage by fire, except as hereinafter provided,  
 To an amount not exceeding Five Thousand Dollars,  
 to the following described property while located and contained as described herein, and not elsewhere, to wit:

-- H. C. MCPowell, TRUSTEE --

On the three and one story brick and stone metal roof building, including plate glass and flagging and iron railing around the same, situate Nos. 500 and 506 on the South-west corner of Fourth and Green Streets, including all on Green Street, Louisville, Ky., occupied for purposes not specially hazardous, with privilege to make ordinary alterations and repairs and to use kerosene for lights.  
 Additional Concurrent Insurance Allowed.

### EIGHTY PER CENT. CO-INSURANCE CLAUSE.

Adopted by the Louisville Board of Fire Underwriters.

It is a part of the consideration of this Policy, and the basis upon which the rate of premium is fixed, that the assured shall maintain insurance on the property described by this Policy, to the extent of at least eighty (80) per cent. of the actual cash value thereof, and that failing so to do, the assured shall be a co-insurer to the extent of such deficit, and to that extent shall bear his, her, or their proportion of any loss, and it is expressly agreed that in case there shall be more than one item or division in the form of this Policy, this clause shall apply to each and every item.

### ELECTRIC LIGHT ENDORSEMENT.

Adopted by the Louisville Board of Fire Underwriters.

Permission is hereby granted assured under the policy hereto attached to use Electric Lights or Motor, a certificate having been procured by the assured from the Inspector of Electric Lights and wires of the Louisville Board of Fire Underwriters that the apparatus has been put up in accordance with the rules and regulations of the Louisville Board of Fire Underwriters, in force at the time the equipment was inspected and a certificate issued.  
 It being expressly understood and agreed between the assured and this Insurance Company that all Arc currents of electricity will be cut out from lamps whenever the assured or his employe or employes are not on duty in the room where the electric light or lights are used, and also cut out on the outside of the building where this policy attaches when no one is on duty therein; except on incandescent light loops, where approved cut-outs are placed inside the building.  
 It being also understood and agreed that no alterations shall be made in the equipment except in accordance with the rules of the Louisville Board of Fire Underwriters and notice of proposed change given the said Board, and that this policy does not cover any portion of the electric light equipment, plant, or appliance, except it be hereinafter specifically insured, and in that event this Company shall not be liable for loss or damage to dynamos caused by electric currents in them.

This slip being attached to and forming a part of Policy No. 2280432 of the  
Scottish Union & N. Insurance Company of Edinburgh

Curry, Drinn & Young Agents.

### LIGHTNING CLAUSE.

Adopted by the Louisville Board of Fire Underwriters August 12, 1896.

This policy shall cover any direct loss or damage caused by Lightning (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado or wind-storm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property this Company shall be liable only *pro rata* with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by Lightning or not.

agreement or condition written hereon or attached or appended hereto.  
 If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment.  
 No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.  
 Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."  
 If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached, or appended hereto.

1 This company shall not be liable beyond the actual cash  
 2 depreciation however caused, and shall in no event exceed what it  
 3 they differ, then by appraisers, as hereinafter provided; and, the  
 4 estimate, and satisfactory proof of the loss have been received by the  
 5 and also to repair, rebuild, or replace the property lost or damaged  
 6 no abandonment to this company of the property described.  
 7 This entire policy shall be void if the insured has concealed  
 8 fact or circumstance concerning this insurance or the subject thereof  
 9 truly stated herein; or in case of any fraud or false swearing by the  
 10 subject thereof, whether before or after a loss.  
 11 This entire policy, unless otherwise provided by agreement  
 12 insured now has or shall hereafter make or procure any other contract  
 13 in whole or in part by this policy; or if the subject of insurance be  
 14 or in part at night later than ten o'clock, or if it cease to be operated  
 15 increased by any means within the control or knowledge of the insured  
 16 repairing the within described premises for more than fifteen days  
 17 than unconditional and sole ownership; or if the subject of insurance  
 18 fee-simple; or if the subject of insurance be personal property and  
 19 the knowledge of the insured, foreclosure proceedings be commenced  
 20 policy by virtue of any mortgage or trust deed; or if any change,  
 21 interest, title, or possession of the subject of insurance (except change  
 22 process or judgment or by voluntary act of the insured, or otherwise;  
 23 gas or vapor be generated in the described building (or adjacent ther  
 24 manufacture to the contrary notwithstanding) there be kept, used, or  
 25 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding  
 26 or other explosives, phosphorous, or petroleum or any of its product  
 27 States standard, (which last may be used for lights and kept for sale)  
 28 provided it be drawn and lamps filled by daylight or at a distance ne  
 29 herein described, whether intended for occupancy by owner or ten  
 30 ten days.  
 31 This company shall not be liable for loss caused directly o  
 32 tion, or military or usurped power, or by order of any civil author  
 33 sonable means to save and preserve the property at and after a fire  
 34 premises; or (unless fire ensues, and, in that event, for the dama  
 35 liability for direct damage by lightning may be assumed by specif  
 36 If a building or any part thereof fall, except as the result of  
 37 shall immediately cease.  
 38 This company shall not be liable for loss to accounts, bills  
 39 nor, unless liability is specifically assumed hereon, for loss to a  
 40 jewels, manuscripts, medals, models, patterns, pictures, scientific  
 41 tools, or property held on storage or for repairs; nor, beyond the s  
 42 or law regulating construction or repair of buildings, or by interru  
 43 for any greater proportion of the value of plate glass, frescoes, and  
 44 insurance on the building described.  
 45 If an application, survey, plan, or description of property be  
 46 a warranty by the insured.  
 47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this  
 48 company.  
 49 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed  
 50 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.  
 51 This policy shall be canceled at any time at the request of the insured; or by the company by giving five days notice of  
 52 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been  
 53 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus  
 54 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata*  
 55 premium.  
 56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or  
 57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi  
 58 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such  
 59 interest as shall be written upon, attached, or appended hereto.

g to such actual cash value, with proper deduction for  
 1 shall be made by the insured and this company, or, if  
 2 all be payable sixty days after due notice, ascertainment,  
 3 art. of the articles at such ascertained or appraised value,  
 4 herein required, of its intention so to do; but there can be  
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 7 as to require removal to a place of safety, and is so removed,  
 8 the value of property remaining in the original location, shall  
 9 be new location; if removed to more than one location, such  
 10 portion that the value in any one such new location bears  
 11 in any case of removal, whether to one or more locations, be  
 12 bear to the total insurance on the whole property at the time  
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 14 loss thereby in writing to this company, protect the property  
 15 damaged personal property, put it in the best possible order,  
 16 cost of each article and the amount claimed thereon; and,  
 17 ting by this company, shall render a statement to this comp  
 18 and belief of the insured as to the time and origin of the fire;  
 19 ash value of each item thereof and the amount of loss thereo  
 20 pt, covering any of said property; and a copy of all the descrip  
 21 occupation, location, possession, or exposures of said property  
 22 ly building herein described and the several parts thereof were  
 23 certified plans and specifications of any building, fixtures, or  
 24 ish a certificate of the magistrate or notary public (not inter  
 25 insured) living nearest the place of fire, stating that he has  
 26 sustained loss to the amount that such magistrate or notary  
 27  
 28 designated by this company all that remains of any property  
 29 person named by this company, and subscribe the same; and,  
 30 count, bills, invoices, and other vouchers, or certified copies  
 31 designated by this company or its representative, and shall  
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 33 hall, as above provided, be ascertained by two competent  
 34 ting one, and the two so chosen shall first select a competent  
 35 and appraise the loss, stating separately sound value and  
 36 pire; and the award in writing of any two shall determine  
 37 respectively selected by them and shall bear equally the  
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 39 or condition of this policy, or any forfeiture thereof by any  
 40 for to any examination herein provided for; and the loss  
 41 nment, estimate, and satisfactory proof of the loss herein  
 42 appraisers when appraisal has been required.  
 43 ter proportion of any loss on the described property, or for  
 44 than the amount hereby insured shall bear to the whole  
 45 covering such property, and the extent of the application  
 46 by this company in case of loss, may be provided for by  
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 48 Liability for re-insurance shall be as specifically agreed  
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Provisions required by law to be stated in this policy. It is hereby expressly provided, that the Capital Stock and Funds of the Company (excluding the Life Assurance Fund in accordance with the Life Assurance Companies' Acts of the United Kingdom), and the uncalled amount of the authorized Share Capital of the Company of Thirty Million Dollars, shall be liable to make good all claims under this Policy, but so that no member of the Company shall be liable for more than the amount of his or her share of such uncalled Capital.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, the undersigned being duly authorized hereunto, for and on behalf of SCOTTISH UNION & NATIONAL INSURANCE COMPANY, has subscribed his Name to these presents, at HARTFORD; to be valid, however, only when countersigned by the duly authorized Agent of the Company at LOUISVILLE, KY.

Countersigned at LOUISVILLE, KY. this 9th day of August 1898.  
Curry, Drinn & Young Agents.

Martin Bennett  
 Manager at HARTFORD, CONN.