

# Commercial Union

## Assurance Company Limited

---

411 COLLINS STREET  
MELBOURNE

---

### FIRE POLICY

---

No. 15594820

Insured Mr. C. W. Bruce

Amount - £ 200

Premium £ - : 15 : 4

Due Date 6th September 19 44  
at 4 o'clock p.m.

Agency

---

*N.B.—For your own protection, you are particularly desired  
to read your Policy, and, if incorrect, to return it for alteration.*



## CONDITIONS AND STIPULATIONS REFERRED TO IN THIS POLICY.

1. If there be any material misdescription of any of the property hereby Insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation, or omission.

2. No payment in respect of any Premium shall be deemed to be payment to the Company unless a printed form of receipt for same signed by an official or duly appointed Agent of the Company shall have been given to the Insured.

3. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

4. All Insurance under this Policy

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein, subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit, or other proceedings, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. This Insurance does not cover—

- (a) Loss by theft during or after the occurrence of a fire.
- (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 7 (f)], or by its undergoing any heating or drying process.
- (c) Loss or damage occasioned by or through or in consequence of—
  - (1) The burning of property by order of any public authority.
  - (2) Subterranean fire.

6. This Insurance does not cover any loss or damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences, namely:—

- (1) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone, or other convulsion of Nature or atmospheric disturbance.
- (2) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military, or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences, shall be deemed to be loss or damage which is not covered by this Insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit, or other proceeding, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. Unless otherwise expressly stated in the Policy this Insurance does not cover—

- (a) Goods held in trust or on commission,
- (b) Bullion or unset precious stones,
- (c) Any curiosity or work of art for an amount exceeding £20,
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds,
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books,
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion,
- (g) Explosives,

(h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.

8. Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company, signified by endorsement upon the Policy, by or on behalf of the Company—

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation or of other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than thirty days.
- (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

9. This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

10. This Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short-period rate for the time the Policy has been in force. This Insurance may also at any time be terminated at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the Premium for the unexpired term from the date of the cancellation.

11. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within fifteen days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company—

- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) Particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

12. On the happening of any loss or damage to any of the property insured by this Policy, the Company may—

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

13. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, 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 the loss or damage be occasioned by the wilful act or with the connivance of the Insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 18th Condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

14. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

15. The Insured shall, at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 Company.

16. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

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 on such property under this Policy shall be subject to average in like manner.

17. In all cases where an Insurance is declared to be subject to average, the following clause shall apply:—

If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

18. If any difference arise as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision and arbitration of a barrister to be mutually agreed upon who shall be practising in the State in which such dispute arises. Such arbitration shall be instituted and governed according to the law for the time being in force in such State.

19. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

20. No provision or requirement of this Policy requiring any matter or thing to be done, or to be written or endorsed hereon, shall be deemed waived by reason of any alleged notice or waiver which has not been expressly written or endorsed hereon; nor shall the Company be deemed to have waived any provision or condition of this Policy, or any forfeiture thereunder, by any requirement, act, or proceeding on its part relating to the appraisalment of any alleged loss, unless such provision, condition, or forfeiture be expressly stated in writing to be waived by the Company.

21. Every notice and other communication to the Company required by these Conditions must be written or printed.



COMMERCIAL UNION  
ANCHORA SALUTIS  
ASSURANCE COMPANY LIMITED.

Incorporated in England

411 COLLINS STREET, MELBOURNE

This Policy of Insurance Witnesseth that in consideration of the Insured designated in the Schedule hereto paying to COMMERCIAL UNION ASSURANCE COMPANY LIMITED (hereinafter called the Company) the premium mentioned in the Schedule for this Insurance.

The Company hereby agrees with the Insured (subject to the terms and conditions hereof, annexed to, endorsed or otherwise expressed hereon which shall be taken as part of this Policy) that if after payment of the premium the property insured described in the Schedule or any part thereof shall be destroyed or damaged by fire or by lightning at any time during the period of Insurance stated in the Schedule or before 4 o'clock in the afternoon of the last day of any subsequent period in respect of which the Insured shall pay to the Company and it shall accept the premium required by the Company then the Company will pay or make good all such loss or damage to an amount not exceeding in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured.

THE SCHEDULE ABOVE REFERRED TO

THE INSURED: CHARLES W. BRUCE

THE PROPERTY INSURED:

On HOUSEHOLD PROPERTY AND PERSONAL EFFECTS of every description in the private use of the Insured. (No Curiosity or Work of Art to be valued at more than £20 in the event of loss or damage by fire, unless separately insured.)

only while contained in building having walls wood, roof iron, attached and/or detached, situate MOUNT DANDENONG ROAD, RINGWOOD, occupied as DWELLING.

FIRE OCCASIONED BY EXPLOSION

IT IS AGREED AND DECLARED THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN CONDITION 7 (b) IN THE PRINTED CONDITIONS OF THIS POLICY THIS INSURANCE EXTENDS TO COVER LOSS OR DAMAGE TO THE PROPERTY HEREBY INSURED RESULTING FROM FIRE OCCASIONED BY OR THROUGH OR IN CONSEQUENCE OF EXPLOSION, PROVIDED ALWAYS THAT ALL THE CONDITIONS OF THE POLICY (EXCEPT IN SO FAR AS THEY MAY BE EXPRESSLY VARIED) SHALL APPLY AS IF THEY HAD BEEN INCORPORATED HEREIN.

THE ELECTRIC LIGHTING, HEATING, POWER OR RADIO INSTALLATIONS OR ALTERATIONS OR ADDITIONS THERETO ARE ALLOWED PROVIDED SAME ARE INSTALLED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE FIRE UNDERWRITERS' ASSOCIATION BY A DULY LICENSED ELECTRICAL CONTRACTOR.

Sum Insured  
thereon  
£

200

Total Sum Insured:

TWO HUNDRED POUNDS

£ 200

TERM:

FROM 6th September 1943 To 6th September 1944

At 4 o'clock p.m.

PREMIUM - £ - 15 : 4

Notwithstanding anything to the contrary in printed Condition No. 8 (c), the insurance on the contents described herein of the within-mentioned dwelling residential flat or private boarding-house and domestic outbuildings shall extend to cover such property (if and so far as it is not otherwise insured) whilst temporarily removed and also whilst on the person or in transit, but remaining in the Commonwealth of Australia (excepting property for sale or exhibition or in a furniture repository), for an amount not exceeding in all 10 per cent. of the total sum insured on said Contents.

Provided always that this Insurance shall at all times and under all circumstances be subject to the particulars in the Proposal for this Insurance dated the 23rd day of August 1943 (which shall in all cases be deemed to be inserted or furnished by the Insured), and to the Conditions and Stipulations contained herein or endorsed or otherwise expressed heron, which Proposal, Conditions and Stipulations constitute the basis of this Insurance, and are to be considered as relevant to and incorporated in and forming part of this Policy.

Signed this 26th day of August 1943 on behalf of COMMERCIAL UNION ASSURANCE COMPANY LIMITED.

Examined

Branch Manager