

**IJA # 1449**

**Insurance Policies, Jewish Lay Council,  
President of the Jewish Community, 1939-1947**



# Guardian Assurance Company Limited.

## THE CONDITIONS UPON WHICH THIS POLICY IS GRANTED.

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 the 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 proceeding, 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

- Loss by theft during or after the occurrence of a fire.
- 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.
- Loss or damage occasioned by or through or in consequence of  
(1) The burning of property by order of any public authority.

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:—

- Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone, or other convulsion of nature or atmospheric disturbance.
- 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 naval 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 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

- Goods held in trust or on commission.
- Bullion or unset precious stones.
- Any curiosity or work of art for an amount exceeding £20.
- Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books.
- Coal, against loss or damage occasioned by its own spontaneous combustion.
- Explosives.
- 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.
- Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

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.

- If the trade or manufacture carried on be altered, or if the nature of the occupation of or 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.
- If the building insured or containing the insured property become unoccupied and so remain for a period of more than 90 days.
- If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- 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.

U.A. 226.-9-33.

11. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 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 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.
- 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

- enter and take and keep possession of the building or premises where the loss or damage has happened.
- 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.
- keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- 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.

17. If the property hereby insured shall, at the breaking out of any fire, 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 arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

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

مع نزهانی  
شركة المكتب العراقي للتأمين المحدودة  
(المؤسسة في العراق)  
شارع المستنصر رقم التلفون ٥٩٨  
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With Compliments from  
The Iraq Insurance Office Ltd.  
(INCORPORATED IN IRAQ)  
111/9 Mustansir Street, Baghdad  
Phone No. 598

# Guardian Assurance Company Limited.

Subscribed Capital  
£ 2,059,971.



Paid up Capital  
£ 1,024,578.

No. 7613509

Established 1821.

INCORPORATED IN ENGLAND.

Iraq. Agency.

From 24th April 1939

To 24th April 1940

SUM INSURED ID.1750/-.

PREMIUM ID.3/282

This Policy of Insurance Witnesseth THAT The Jewish Lay Council, Baghdad.

(hereinafter called the Insured) having paid to the Guardian Assurance Company Limited, of London (hereinafter called the Company), the Premium stated above for insuring against Loss or Damage by Fire (as hereinafter mentioned), the property hereinafter described in the Sum or Sums following, namely:—

'IRAQ DINARS ONE THOUSAND SEVEN HUNDRED & FIFTY ONLY. On the building of a school (excluding plinths, foundations and pavements) the property of the Insured or held by them in trust, brick built with roof of bricks and/or mud on chundals bearing No.172/144 and situate at Tattran Quarters, Baghdad. ... .. ID.1750/-.  
Lighting and heating by coal, kerosene oil and electricity allowed.

*Notwithstanding to the contrary or otherwise shall in no event be liable of the property insured in case of damage happening as herein*

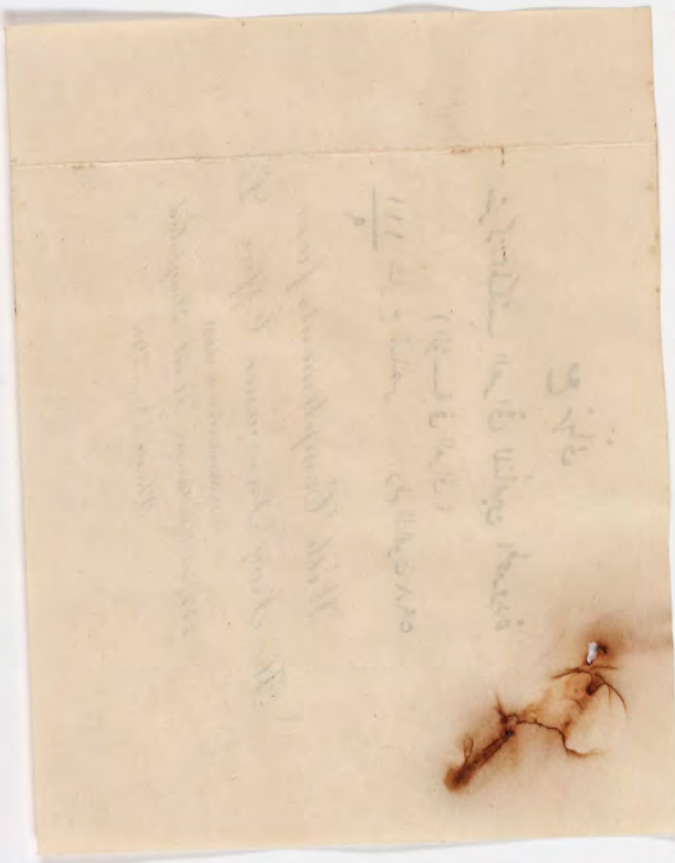


The Company hereby agrees with the Insured (but subject to any Conditions hereinbefore contained, and to the Conditions endorsed, all which are to be taken as part of this Policy) that if the Property above described, or any part thereof, shall be destroyed or damaged by fire, at any time between and including the twentyfourth day of April 1939, and Four o'Clock in the Afternoon of the twentyfourth day of April 1940, or at any time afterwards, so long as the Insured or his Representatives in Interest (provided that the Interest in this Policy be assigned by and with the consent of the Company or its authorized Agent, but not otherwise) shall pay to the Company or its authorized Agent, and they shall accept the sum required for the renewal of this Policy, on or before the said last-mentioned date, and on or before the expiration of any subsequent period for which this Policy shall be stated in the Renewal Receipt to be renewed, the Company shall 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 above mentioned as the sum Insured.

In Witness whereof, we being duly authorized hereunto for and on behalf of the Guardian Assurance Company Limited, have hereunto subscribed our Name, this twentyfourth day of April One Thousand Nine Hundred and thirtynine, but hereby fully declaring we are in no way responsible in person or estate under this Insurance, or for any Act done in consequence thereof.

Witness

THE IRAQ INSURANCE OFFICE LTD.  
*[Signature]*  
For the Guardian Assurance Company Limited,  
Managing Director per Power of Attorney.



# Guardian Assurance Company Limited.



Subscribed Capital  
\$ 2,059,971.

Paid up Capital  
\$ 1,024,578.

No. 7613508

Established 1821.

INCORPORATED IN ENGLAND.

'Iraq. Agency.

From 24th April 1939

SUM INSURED ID.2750/-.

PREMIUM ID.5/156

To 24th April 1940

This Policy of Insurance Witnesseth THAT The Jewish Lay Council, Baghdad.

(hereinafter called the Insured) having paid to the Guardian Assurance Company Limited, of London (hereinafter called the Company), the Premium stated above for insuring against Loss or Damage by Fire (as hereinafter mentioned), the property hereinafter described in the Sum or Sums following, namely:—

'IRAQ DINARS TWO THOUSAND SEVEN HUNDRED & FIFTY ONLY. On the building of a school (excluding plinths, foundations and pavements) belonging to the Insured or held by them in trust, brick built with roof of bricks and/or mud on chundals bearing No.78/137 and situate at Torat Street, Baghdad. ... .. ID.2750/-.  
Lighting and heating by coal, kerosene oil and electricity allowed.

*Notwithstanding any provision of law to the contrary or any ... shall in no event be liable for any loss or damage happening thereto.*



The Company hereby agrees with the Insured (but subject to any Conditions hereinbefore contained, and to the Conditions endorsed, all 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 and including the twentyfourth day of April 1939, and Four o'Clock in the Afternoon of the twentyfourth day of April 1940, or at any time afterwards, so long as the Insured or his Representatives in Interest (provided that the Interest in this Policy be assigned by and with the consent of the Company or its authorized Agent, but not otherwise) shall pay to the Company or its authorized Agent, and they shall accept the sum required for the renewal of this Policy, on or before the said last-mentioned date, and on or before the expiration of any subsequent period for which this Policy shall be stated in the Renewal Receipt to be renewed, the Company shall 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 above mentioned as the sum Insured.

In Witness whereof, we being duly authorized hereunto for and on behalf of the Guardian Assurance Company Limited, have hereunto subscribed our Name, this twentyfourth day of April One Thousand Nine Hundred and thirtynine, but hereby fully declaring we are in no way responsible in person or estate under this Insurance, or for any Act done in consequence thereof.

Witness

THE IRAQI INSURANCE OFFICE LTD.  
For the Guardian Assurance Company Limited,  
Managing Director, Power of Attorney, ager

The Insured should for his own protection examine the Policy in order to verify the correctness of the description of the Property Insured.

مع زبانی  
شركة المكتب العراقي للتأمين المبرورة  
(المؤسسة في العراق)  
رقم الترخيص ١١١  
عنوان المتجر ٩  
With Compliments from  
The Iraq Insurance Office Ltd.  
(INCORPORATED IN IRAQ)  
1119, Hutaniya Street, Baghdad  
Phone No. 598

# Guardian

Assurance Company Limited,

LONDON.

ESTABLISHED 1821.

HEAD OFFICE:

68, KING WILLIAM STREET, LONDON, E.C. 4.

No. 7613508

The Jewish Council

Sum Assured . . . . . ID.2750/-.

Premium . . . . . ID.5/156

Expires 24th April 1940

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All insurance under this Policy  
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(2) on any property contained in any building,  
(3) on any other subject matter of insurance in respect of or in connection with any building or any property contained in any building,  
shall cease to be in force upon any fall or displacement of any building or of any part thereof, or of any part of any range of buildings or of any structure of which such building forms part, or if such fall or displacement is of the whole or a substantial or important part of such building or of any part thereof or any part thereof or leaves such building or any part thereof or any property contained in such building or any part thereof or any part thereof 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.  
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(a) Loss by theft during or after the occurrence of a fire.  
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(c) Loss or damage occasioned by or through or in consequence of  
(1) The burning of property by or order of any public authority.  
(2) Subterranean Fire.
5. 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 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 naval 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.  
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(c) Any curiosity or work of art for an amount exceeding £20.  
(d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.  
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(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.  
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(b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days.  
(c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.  
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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.
17. If the property hereby insured shall, at the breaking out of any fire, 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 arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
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. Every notice and other communication to the Company required by these Conditions must be written or printed.

EZRA E. ANI.

P. O. BOX No. 48.

TELE { GRAMS : EZRANI  
PHONE : MULHAK 2129

CODES USED { A. B. C. 5TH EDITION  
BENTLEY'S  
PRIVATE

193 بغداد ٩٤٩ Baghdad

طبقه ششم مجلس انجمنی الختم

بغداد

بسم الله والحمد لله المبرورين ب ما هممتنا تفوناً قد جددنا طرزان المدرس العائده  
لنطاقه بموجب هذا التماس

١٥٦	١٠٦	٧٨	الواقع في محله العورات بمبلغ دينار
١٧٥	١٧٥	١٤٧	طرزان " " "
١٧٥	١٧٥	١٤٦	طرزان " " "

وسط نقدكم لخم بوالس انظران وزهون مبلغ الرسم بالدرهم  
قد سلكه هذا ولتم زيد الوقتان

الطاهر





**THE CONDITIONS REFERRED TO IN THIS POLICY ARE AS FOLLOWS:—**

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 the same signed by an Official or duly appointed Agent of the Company shall have been given to the Assured.

3. The Assured 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 proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Assured.

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 Assured 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 Assured.

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.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Assured, 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 30 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 Assured 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 Assured, 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 Assured, 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 Assured shall forthwith give notice thereof to the Company, and shall within 15 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 Assured 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 Assured 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 Assured 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 Assured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Assured 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 Assured 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 Assured 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 Assured; 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 Assured 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 assured by the Company thereon.

If the Company so elect to reinstate or replace any property the Assured 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 Assured 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 Assured 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.

17. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Assured 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 arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

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

**THE SCHEDULE.**

Premium : ID. 1/250 @ 2/500‰

Policy No. 42 / 13962.

The Assured The President of the Jewish Community.

Address Baghad.

Period of Insurance	From the Fourteenth day of September 1946.
	until 4 o'clock (Standard Time) on the afternoon of the Fourteenth day of September 1947.

**THE PROPERTY.**

**SUM(S) ASSURED.**  
ID. 500/-.

IRAQ DINARS FIVE HUNDRED ONLY.

On office furniture, fixtures and fittings including carpets, books, stationery, typewriters and similar articles his own, in trust, in deposit or on commission for which he may be responsible while contained and/or in use in a building occupied as office of the Jewish President, ground and one storey in height, brick-built with brick-arched and/or chundal roofing, bearing Municipal No. 16/118, situated at Towrat quarter, Baghdad.

In the event of loss or damage no single articles to be declared for insurance at more than ID. 25 except:—

- |                                    |            |
|------------------------------------|------------|
| (1) Remington Typewriter (Arabic). | ID. 42/--- |
| (2) One Persian Carpet .           | 30/---     |
| (3) One Iron safe.                 | 40/---     |

Subject to warranties and clause as per sheet attached.

In Witness Whereof the undersigned being duly authorised by the Directors of the said Company, and on behalf of the said Company, has hereunto set his hand at BOMBAY the Fifteenth day of September 1946.

Examined.....

Agent/Broker.....

Manager.

IRAQ AGENCY.

No. 42 / 13962.

The South British Insurance Company Limited.



Baghdad, September 15th 1946

Received from The President of the Jewish Community, Baghdad.

the sum of I. D. 1/250, being amount of Premium as noted below for fire insurance to the extent of I. D 500/- under Policy No. 42/13962 from 14.9. 1946 to 14.9. 1947 at 4 p. m., Standard Time. Premium, I. D. 1/250.

I. D. 1/250.

*[Signature]*  
Chief. Agent.

The South British Ins Company Limited.

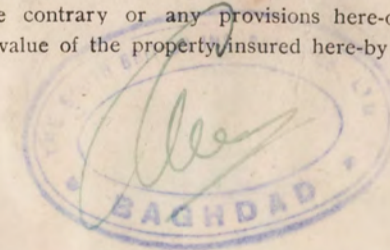
Attached to and forming part of Policy No. 42/13962.

This Company is expressly declared to be free from liability for loss-of or damage to any electrical machine, apparatus, fixtures or fittings [including electric fans, electric household or domestic appliances, wireless sets and radios] or to any portion of the electrical installation, arising from or occasioned by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from what-ever cause [lightning included]; provided that this exemption shall apply only to the particular electrical machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

This Company is expressly declared to be free from liability for loss of or damage to heating and cooking stoves caused directly by their own heat &/or flames.

Lighting and heating by firewood, coal, keorsene, and/or electricity allowed.

Notwithstanding any provision of law to the contrary or any provisions here-of the Company shall in no event be liable for more than the value of the property insured here-by at the time of any loss or damage happening thereto.



INSURANCE COMPANY, LTD.

MARINE · FIRE · ACCIDENT  
FIRE POLICY

No. 42/13962

NAME The President of the Jewish Community. Baghdad.

SUM ASSURED RS: ID. 500/---

ON On office furniture at Towrat Street.

SITUATION Baghdad

EXPIRES Fifteenth September 1947 at 4 o'clock (S.T.) in the afternoon

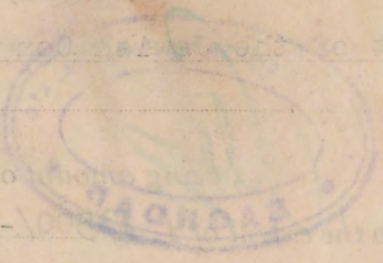
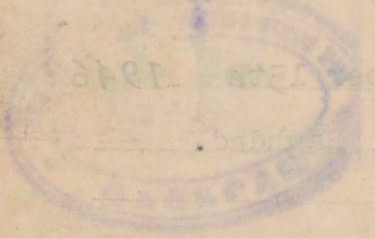
The Assured is requested to read the Conditions of this Policy.

T.I.P.-1324344.  
Form No. 1.

IN 41 13362

BACK

The South British Insurance Company Limited



Policy No. 42/13362 from 1.1.47 to 31.12.47

Chief Agent

The South British Insurance Company Limited

Policy No. 42/13362

It is hereby declared to be free from liability for loss of or damage to any...

This company is expressly declared to be free from liability for loss of or damage to...

Nothing and hereby is the South British Insurance Company Limited

Notwithstanding any provision of law to the contrary...



FOREIGN FIRE.

No. 64730

Iraq Agency.



Guardian Assurance Company Limited.

(INCORPORATED IN ENGLAND.)

Head Office:—68, King William Street, London, E.C. 4.



Received the First day of March 1944.

of Messrs. The Jewish Lay Council.

the sum of ID. 18/750 being for twelve Months' Premium on Big. Khan 158/158 & Four Shops, Shorja.

insured in this Company by Policy No. 7676189 which is hereby renewed from

5th March 19 44 to 5th March 19 45.

Sum Insured ID. 1500/-.

THE KING OF IRAQI  
Agent.

FOREIGN FIRE.

No. 64521

'Iraq Agency.



Guardian Assurance Company Limited.

(INCORPORATED IN ENGLAND.)

Head Office:—68, King William Street, London, E.C. 4.



Received the Twentyfourth day of March 19 43

of Messrs. The Jewish Lay Council.

The sum of ID. 18/750 being for Twelve Months' Premium on Blg. of Khan No. 158/158 & four shops, Shorja Bazaar.

insured in the Company by Policy No. 7676189 which is hereby renewed from

5th March 19 43 to 5th March 19 44

Sum Insured ID. 1500/-.

THE IRAQ INSURANCE OFFICE LTD.  
*[Signature]* Agent.  
Managing Director      Director



THE BANK OF AMERICA

NEW YORK

RECEIVED

1880



# شركة ساوث برتيش انشورنس كومپاني ليميتيد

( المؤسسة في نيوزيلاند )

## البحرية . الحريق . العوارض

بوليصة رقم ٤٤/١٤٨٧  
الم ٤٥٠٠

اجرة التأمين

مبلغ التأمين

١٠٠٠٠

رئيس

حيث ان

(للدعوة فيما يلي بالمؤمن الى شركة ساوث برتيش انشورنس كومپاني ليميتيد (الدعوة فيما يلي بالشركة) مبلغ وهو اجرة التأمين من ا... كور فيما يلي على المال المبين وصفه فيما يأتي بالمبلغ او المبالغ الاتي وذلك -

(١٢٨٠٠٠٠٠)

٢٧	قيمة ضريبة
٥٥	سيارة واحدة
٢٧	قعة هندسة حديد

لا تكون الشركة في اي حال من الاحوال ملزمة باكثر من ثمن الاموال الزمسة بموجب هذه البوليصة في زمن حدوث التلف او الضرر حتى ولو وجد نص قانوني يخالف ذلك او بالرغم من اي شرط من شروط هذه البوليصة.

يسح بالآلة واليد والطبخ بواسطة الخشب، القصب، النفط، و / او الكهرباء

فعلية ليكن معلوماً انه من اليوم الرابع عشر من ايلول ١٩٤٤ الى اليوم الرابع عشر من ايلول ١٩٤٤ بالساعة الرابعة بعد الظهر من اليوم المذكور ولكل مدة من بعد ذلك مما يكون المؤمن له المذكور او ورثته او اوصياؤه او مديروه قد دفعوا من اجلها من حين لآخر المبالغ المطلوبة لتجديد هذه البوليصة او امروا بدفعها فيما اذا قبل مجلس ادارة هذه الشركة بذلك بقبض للمبالغ المذكورة فان موجودات واموال الشركة المذكورة تكون مكلفة وملزمة بان تدفع او تبدل او تموض للمؤمن له المذكور او ورثته او اوصياؤه او مديريه التالف او الضرر الذي يحدث من الحريق في المال المذكور اعلاه المؤمن عليه بهذه بما في ذلك الضرر الناتج من الصاعقة سواء احترق للمال المؤمن عليه ام لا على ان لا يتجاوز من حيث كل مال المبلغ او المبالغ المعينة والشروط انفا بصورة منفردة من اجل ذلك المال . ويشترط على كل حال ان هذا التأمين يجب ان يكون في كل وقت وفي جميع الظروف تابعا للشروط والنصوص المطبوعة في ظهر هذه الورقة تلك الشروط والنصوص التي تشكل اساس هذا التأمين والتي يجب اعتبارها داخلة في هذه البوليصة كجزء منها .  
ولاجل ابيانه ان الموقع اذناه  
في ايلول الخامس عشر من ايلول ١٩٤٤  
للاذون حسب الاصول من قبل مجلس ادارة الشركة المذكورة وبالإضافة الى الشركة المذكورة قد وقع امضاه

رفقت كسب

## اه الشروط والنصوص المنوه عنها في هذه البوليسة هي كما يأتي :-

١١- عند حدوث اي تلف او ضرر فعلي المؤمن له ان يخبر الشركة بذلك حالاً وعليه في ظرف خمسة عشر يوماً من بعد التلف او الضرر او في اية مدة اطول من ذلك تسمح الشركة بها كتابة في هذا الصدد ان يسلم الى الشركة :-  
(أ) طلباً خطياً من اجل التلف او الضرر يتضمن وصفاً مفصلاً بقدر ما هو مستطاع ضمن المعقول عن جميع الاشياء او المفردات المنفردة من المال الذي اصابه الضرر او التلف ومبلغ التلف او الضرر الذي حل فيه حسبما تكون الحال باعتبار قيمته وقت التلف او الضرر بدون ادخال اي نوع من الربح.  
(ب) تفصيل جميع التأمينات الاخرى اذا كان ثم منها شيء.  
وعلى المؤمن له ايضاً ان يبرز ويستحصل ويعطي للشركة في جميع الاوقات على نفقته جميع التفصيلات والخرائط والتصاميم والدفتر واوراق الوصل والقوائم ونسخة الثانية او صورها والوثائق والبيانات والمعلومات الاخرى فيما يخص الطاب ومصدر وسبب الحريق والظروف الذي حدثت فيها التلف او الضرر وكل امر يتعلق بمسؤولية الشركة او مقدار مسؤوليتها حسبما يطالب ضمن المعقول من قبل الشركة او بالنيابة عنها مع تصريح موثق يبين او موضوع بقالب قانوني آخر فيفسد صحة الطاب وجميع الامور المتعلقة به.

١٢- عند حدوث اي تلف او ضرر لاي مال مؤمن بموجب هذه البوليسة يجوز للشركة  
(أ) ان تدخل البناء او المحل الذي حدث فيه التلف او الضرر وتضعه وتبقيه في تصرفها  
(ب) ان تأخذ في حيازتها او تطالب ان يسلم اليها اي مال يكون للمؤمن له في البناء او المحل في وقت التلف او الضرر  
(ج) ان تحتفظ في حيازتها المال المذكور وتفحصه وترتبه وتنقله او تصرفه في بصورة اخرى  
(د) ان تباع المال المذكور او تصرفه لحساب من له علاقة به

ان السلطات المحولة بموجب هذا الشرط تمارسها الشركة في اي وقت كان الى ان يخبرها المؤمن له كتابة بأنه لا يطالب بشيء بموجب هذه البوليسة واذا كان قد وقع اي طلب فتمارس السلطات المذكورة الى ان يبت في الطلب المذكور نهائياً او الى ان يسحب ولا يرتب على الشركة من اي عمل جرى في صدق ممارسة او تصدق ممارسة سلطاتها المذكورة اية مسؤولية ازاء المؤمن له ولا يؤثر ذلك في حقها في الاستناد على اية كانت من شروط هذه البوليسة لرد على اي طلب.

١٣- اذا لم ينفذ المؤمن له او من ينوب عنه مطالب الشركة او مانع الشركة في ممارسة سلطاتها بموجب هذا الشرط او عرقل لها ذلك فكل حق بموجب هذه البوليسة يكون ساقطاً.

ليس للمؤمن له على كل حال ان يترك اي مال للشركة سواء اخذته الشركة في حيازتها ام لا.  
١٤- اذا كان الطلب منشوفاً في اي خصوص او اذا وردت او استعملت افادة كاذبة بتأييده او اذا استعملت وسائل او اساليب مفسوسة من قبل المؤمن له او من ينوب عنه للحصول على اي فائدة بموجب هذه البوليسة او اذا سبب التلف او الضرر عمل مقصود من المؤمن له او كان في ذلك طواؤاً منه او اذا قدم الطلب ورد ولم يتم الدعوى في ظرف ثلاثة اشهر من تاريخ الرد المذكور او في ظرف ثلاثة اشهر من تاريخ صدور قرار الحكم او الحكمين او الفصل بينهم فيما اذا وقع تحكيم بموجب الشرط الثامن عشر من هذه البوليسة فان جميع الحقوق بموجب هذه البوليسة تكون ساقطة.

١٥- لا لشركة الخياري في اعادة المال المتضرر او التلويح او اي جزء منه الى اصابه او تبديله عوضاً عن دفع او التلف او الضرر وكما هذا الاتفاق في الشركة التي ليس لها ذلك ولكن الشركة غير مقسرة ما تسمح به الظروف وبصورة كافية الاداء المذكورة اذ كثر ما كانت ساقطة المذكور ولا اكثر من المبلغ المؤمن من قبل الشركة عليه.

١٦- اذا اختارت الشركة اعادة اي مال او تبديله كما تقدم على المؤمن له ان يقدم للشركة على نفقته الخرائط والتصاميم والنقائس والقنادير وغير ذلك من التفاصيل التي تطلبها الشركة وجميع الاعمال التي تقوم بها الشركة او تأمر بعملها بالنظر في الاعادة المذكورة او التبديل ولا تعتبر افعالاً من الشركة عن اختيارها الاعادة او التبديل.

١٧- اذا كانت الشركة لا تستطيع اعادة المال المؤمن بههه او تعبيره في حال من الاحوال بسبب ما هو نافذ من الانظمة البدية وغيرها فيما يخص استقامة الطرق او انشاء الابنية او غير ذلك فان الشركة انما تكون ملزمة في كل حال بات دفع المبلغ الذي كانت تطلبه اعادة او تعبير المال المذكور لو كانت يمكن قانوناً اعادة الى حالته الاولى.

١٨- على المؤمن له ان يعمل جميع الاعمال والامور التي قد تكون لازمة والتي قد تطلبها الشركة ضمن المعقول او يوافق على عملها او يأذن بعملها وذلك على نفقة الشركة لاجل تنفيذ جميع الحقوق وحقوق الرجوع وحق التأديب والتعويض من الغير مما يعود للشركة او يرتب لها او يتحول اليها عند تأديب التعويض من قبلها لقاء التلف او الضرر بموجب هذه البوليسة سواء كانت الاعمال والامور المذكورة لازمة او غدت لازمة او مطلوبة قبل التعويض له من قبل الشركة او بعد ذلك.

١٩- اذا كانت في وقت حدوث اي تلف او ضرر لاي مال مؤمن بهذه تأمينات اخرى نافذة من اجل ذلك المال ذاته سواء عقدها المؤمن له او اي شخص آخر او اشخاص اخرين فن هذه الشركة لا تكون ملزمة باداء او تقديم قسط اكبر من حصتها النسبية من ذلك التلف او الضرر.

٢٠- اذا كان المال المؤمن بههه يتجاوز قيمة مجموع وقت نشوب الحريق المبلغ المؤمن عليه فان المؤمن له يعتبر كأنه هو المؤمن لنفسه من اجل الفرق ويتحمل حصة نسبية من التلف على هذا الوجه . كل واحد من مفردات البوليسة اذا كان فيها اكثر من واحد يكون تابعاً لهذا الشرط على حده .

٢١- اذا حصل خلاف حول مبلغ التلف او الضرر قلت ذلك الخلاف مستقلاً عن جميع المسائل الاخرى بحال لاجل الفصل لمي حكم معين كتابة من قبل الطرفين المختلفين واذا لم يتفقا على حكم واحد في شخصين خالين عن الغرض يقومان بالتحكيم ويدين واحد منهما من قبل كل من الطرفين كتابة في ظرف شهرين شمسيين من بعد الطلب الوارد اليه كتابة من الطرف الاخر بذلك . واذا ابي احد الطرفين عن تعيين الحكم او لم يعينه في ظرف شهرين شمسيين بعد وصول طلب خطي بذلك فيكون للطرف الاخر الحرية لتعيين حكم منفرد . واذا اختلف الحكمان فان الخلاف بينهما يحال للفصل الى فيصل ثالث يكون قديعاً من قبلهما كتابة قبل مباشرة التحكيم والذي يجب ان يجلس مع الحكمين ويرأس جلساتها . ان وفاة احد الطرفين لا يستوجب افساخ صلاحية او سلطات الحكم او الحكمين او الفصل ولا يؤثر فيها . واذا توفي احد الحكمين او الفصيل فيعين غيره محله في كل حال من قبل الذي عين ذلك الحكم او الفصيل المتوفي او الذين عيناه من الطرفين او الحكمين حسبما تكون الحال . ان مصارف التحكيم والقرارات تبقى منوطة برأي الحكمين او الحكمين او الفصيل الذي يصدر القرار . ويشترط وبصره بهذه بصورة خاصة ان الحصول في بادئ الامر على قرار من الحكمين او الحكمين او الفصيل في تعيين مبلغ التلف او الضرر الذي حصل حوله الخلاف يكون شرطاً ابتدائياً لحق الدعوى بموجب هذه البوليسة .

٢٢- ان الشركة لا تكون ملزمة في حال من الاحوال بقبول من اجل التلف او الضرر بعد مضي اثني عشر شهراً على حدوث التلف او الضرر ما لم يكن الطالب موضوع دعوى قائمة او تحكيم قائم .

٢٣- كل اخبار او اذار او مراجعة للشركة مما هو مطلوب بموجب هذه الشروط يجب ان يكون مكتوباً او مضموناً .

٢٤- اذا وجد خلاف جوهري في وصف شيء من المال المؤمن بهذا او في وصف البناء او المحل الذي قد يكون فيه المال المذكور او وجد بيان غير صحيح حول امر مما تكون معرفته جوهرياً لتقدير الخطر او وجد ان ذلك الامر اهمل ذكره فان الشركة لا يرتب عليها مسؤولية بموجب هذه البوليسة فيما يخص المال الذي ورد بشأنه الوصف المخالف او البيان غير الصحيح او الاهمال المذكور .

٢٥- كل تأدية من اجل اجرة التأمين لا تعتبر تأدية للشركة ما لم يعط للمؤمن له من اجلها استهارة وصل مطبوعة وموقع عليها من قبل موظف لدى الشركة او وكيل عنها منصوب حسب الاصول .

٢٦- على المؤمن له ان يخبر الشركة بكل معاملة تأمين سبق وقوعها او قد تقع فيما بعد او بجميع مثل هذه المعاملات اذا وردت على شيء من المال المؤمن بهذه وتسقط جميع الحقوق بموجب هذه البوليسة اذا لم يتم الاخبار المذكور ولم تدرج تفاصيل معاملة او معاملات التأمين المذكورة في هذه البوليسة او لم تظهر عليها وذلك من قبل الشركة او من ينوب عنها قبل حدوث اي تلف او ضرر .

٢٧- كل تأمين بموجب هذه البوليسة

(١) على اي بناء او قسم منه

(٢) على اي مال موجود في اي بناء

(٣) على بدل ايجار او وجه اخر من وجوه التأمين فيما يتعلق باي بناء او باي مال موجود في اي بناء .

يتبني حلاً عند سقوط او تحوّل

(أ) البناء المذكور او اي قسم منه

(ب) جميع او قسم من سلسلة الابنية او الانشاءات التي يكون ذلك البناء قسماً منها .

انما يشترط ان يكون السقوط او التحويل المذكور وارداً على مجموع البناء المذكور او على قسم شامل او مهم منه او ان يحل بالفائدة منه او بالفائدة من قسم منه او ان يجعل البناء المذكور او قسماً منه او اي مال موجود فيه معروفاً لخطر حريق ابلغ من قبل او ان يكون له اثر مادي بصورة اخرى .

ويشترط كذلك ان لا يكون السقوط او التحويل المذكور قد سببه حريق تشمل هذه البوليسة التلف او الضرر الناتج عنه او كانت تشملها لو كان البناء المذكور مؤمن عليه بموجب هذه البوليسة او لو كانت سلسلة الابنية او الانشاءات المذكورة مؤمن عليها بموجبها .

في كل دعوى او معاملة اخرى ان كلفة اثبات كون السقوط او التحويل قد سببه حريق كما تقدم تقع على المؤمن له .

٢٨- ان هذا التأمين لا يشمل :-

(أ) التلف الناتج من سرقة اثناء الحريق او بعد حدوثه

(ب) التلف او الضرر للمال اذا نشأ من اختياره بذاته او من حرارته الذاتية او من الاشتعال بحسب شرطه ( باستثناء ما نص عليه في الفقرة (و) من الشرط السابع ) او اذا حدث بنتيجة عملية تسخين او تبييض جرت عليه

(ج) التلف او الضرر الناتج بسبب او نتيجة

(١) احراق " امر سلطة رسمية

(٢) النار الارض

٢٩- ان هذا التأمين لا يشمل التلف او الضرر الذي يكون اما من حيث اصله او من حيث مقداره قد نشأ او له علاقة مباشرة او بصورة غير مباشرة من احد الحوادث الابنية او نتج عنها بنتيجة قريبة او بعيدة او الذي كانت تلك الحوادث من البواعث القريبة او البعيدة المباشرة او غير المباشرة اليه سواء من حيث اصله او من حيث مقداره وتلك الحوادث هي :-

(١) الزلازل والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٢) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٣) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٥) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٦) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٧) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٨) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٩) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

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(٤٠) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤١) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٢) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٣) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٤) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٥) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٦) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٧) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٨) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٤٩) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

(٥٠) الانفجارات والاضطرابات والاضطرابات الجارية والروابع والظواهر التي قد تحدث من الانشطة

عند اتمت هذه النسخة العربية والانسكليزية في هذه البوليسة يعول على النص الانسكليزي



Baghdad Agency.

Renewal No. 42/2671.

The South British Insurance Company, Limited.

AUTHORISED CAPITAL £ 2,000,000.



SUBSCRIBED & PAID UP CAPITAL £ 1,031,640.



BOMBAY BRANCH: BUILDING HORNBY ROAD, FORT,

Baghdad, 13th September, 1945.

Sum Insured ID. 500/---

Premium IB. 1/250.

Certified to The President of the Jewish Community,

B a g h d a d,

that the Renewal of Policy No. 42/12870 has been effected from the Fourteenth day of September 1945 to the Fourteenth day of September 1946 at 4 p. m. (Standard Time.)

For The South British Insurance Company, Limited.  
H. D. Shohet & E. Akereb Ltd.

This Renewal is subject to such Tariff Rates and Regulations as may be in force at the date from which the policy is renewed.

Soliman

CHIEF AGENT

\*\* If any Stove, Steam-Engine, Furnace or other Implement for producing heat has been erected on the premises, if they are unoccupied or if the nature of the risk be in any other respect changed, it is necessary (for your security) that the circumstance should at the time be made known, in writing to the Company's Manager or Agent.

DEF.

Renewal No. 1015

*The South British Insurance Company, Limited*

SUBSCRIBED & PAID UP CAPITAL £1,031,640.

AUTHORISED CAPITAL £2,000,000.

BOMBAY BRANCH: BUILDING HORNBY ROAD, FORT.

Sum Insured IN Rs. 1,000,000

Certified to The President of the Jewish Community,

that the amount of Policy No. 42/12870

day of 1st September 1925 to the

1925 at 4 p.m. (Standard Time).

This Renewal is subject to such Tariff Rates and Regulations as may be in force at the date from which the policy is renewed.

If any Steam-Engine, Furnace or other Implement for producing heat has been erected on the premises if they are unoccupied or if the nature of the risk be in any other respect changed, it is necessary (for your security) that the circumstances should at the time be made known in writing to the Company's Manager or Agent.

For The South British Insurance Company, Limited,  
H. D. Shober & Co. Agents, 1015, Hornby Road, Fort, Bombay.



(The liability of the Shareholders of the Company is limited.)

BRANCH OFFICE :

CANADA BUILDING, HORNBY ROAD, FORT,  
BOMBAY.

**Whereas** the Assured designated in the Schedule hereto (hereinafter called the Schedule) has paid to THE SOUTH BRITISH INSURANCE COMPANY LIMITED (hereinafter called the Company) the sum stated in the Schedule as the premium for such insurance as hereinafter mentioned of the property described in the Schedule in the sum or several sums stated in the Schedule :

**Now Be It Known** that during the period of insurance stated in the Schedule and for so long afterwards as the said Assured, his, her or their Heirs, Executors, or Administrators shall from time to time pay, or cause to be paid, the Sums required for the renewal of this Policy, and the Directors of the Company shall agree thereto by accepting the same, the Funds and Property of the Company shall be subject and liable to pay, reinstate, or make good to the said Assured, his, her or their Heirs, Executors, or Administrators, such Loss or Damage as shall be occasioned by Fire to the Property described in the Schedule and hereby Insured including in such loss or damage, loss by Lightning, whether the property insured becomes ignited or not, but not exceeding in each case respectively the Sum or Sums severally specified in the Schedule and stated against each Property described in the Schedule.

**Provided Always** that this Insurance shall at all times and under all circumstances be subject to the Conditions and Stipulations expressed in and endorsed on this Policy, which Conditions and Stipulations constitute the basis of this Insurance, and are to be considered as incorporated in, and forming part of, this Policy.

**THE CONDITIONS REFERRED TO IN THIS POLICY ARE AS FOLLOWS:**

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 the same signed by an Official or duly appointed Agent of the Company shall have been given to the Assured.
3. The Assured 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 proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Assured.
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 of 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 Assured 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 Assured.
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.
  - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.
8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Assured, 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 of or 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 30 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 Assured 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 Assured, 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 Assured, 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 Assured shall forthwith give notice thereof to the Company, and shall within 15 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 Assured 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 Assured 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 Assured 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 Assured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.  
 If the Assured 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 Assured 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 Assured 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 Assured; 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 Assurers 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 assured by the Company thereon.  
 If the Company so elect to reinstate or replace any property the Assured 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 Assured 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 Assured 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.
17. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Assured 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 arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
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. Every notice and other communication to the Company required by these Conditions must be written or printed.

**THE SCHEDULE.**

Premium : Fils 750 @ 2/500‰

Policy No. 42 / 12870

The Assured The President of the Jewish Community,

Address Baghdad.

Period of Insurance	From the Fourteenth day of September 194 2
	until 4 o'clock (Standard Time) on the afternoon of the Fourteenth day of September 194 3

**THE PROPERTY.**

**SUM(S) ASSURED.**

IRAQ DINARS THREE HUNDRED ONLY.

ID 300/---

On office furniture, fixtures and fittings including carpets, books, stationery, safe, typewriters and similar articles his own, in trust, in deposit or on commission for which he may be responsible while contained and/or in use in a building occupied as office of the Jewish President, ground and one storey in height, brick-built with brick-arched and/or chundal roofing, bearing Municipal No. 16/118, situate at Towrat quarter, Baghdad.

In the event of loss or damage no single article to be declared for insurance at more than ID 22/500 except:—

- |                                    |           |
|------------------------------------|-----------|
| (1) Remington Typewriter (Arabic). | ID 37/--- |
| (2) One Persian Carpet.            | 25/---    |
| (3) One Iron safe.                 | 37/---    |

Subject to warranties and clauses as per sheet attached.



In Witness Whereof the undersigned being duly authorised by the Directors of the said Company, and on behalf of the said Company, has hereunto set his hand at Baghdad the Fifteenth day of September 194 2

Examined.....  
 Agent/Broker.....

*[Handwritten signature]*

The South British Insurance Company Limited.



Baghdad, 15th September 1942

Received from The President of the Jewish Community, Baghdad.

the sum of I. D. Fils 750, being amount of Premium as noted below for fire insurance to the extent of I. D. 300/--- under Policy No. 42/12870 from 14th September 1942 to 14th September 1943 at 4 p. m., Standard Time.

Premium, I. D. Fils 750

\_\_\_\_\_  
\_\_\_\_\_

*Alaeddin*  
The South British Insurance Co. Ltd.  
Chief Agent. Chief Agent.

The South British Ins Company Limited.

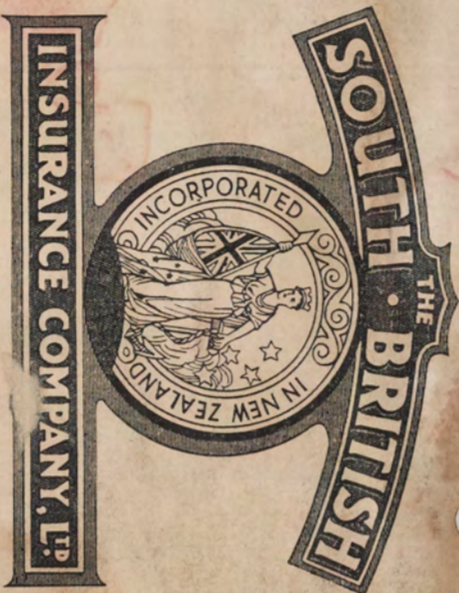
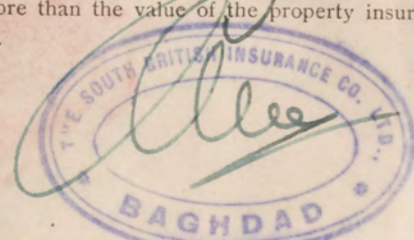
Attached to and forming part of Policy No. 42/12870

This Company is expressly declared to be free from liability for loss-of or damage to any electrical machine, apparatus, fixtures or fittings [including electric fans, electric household or domestic appliances, wireless sets and radios] or to any portion of the electrical installation, arising from or occasioned by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from what-ever cause [lightning included]; provided that this exemption shall apply only to the particular electrical machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

This Company is expressly declared to be free from liability for loss of or damage to heating and cooking stoves caused directly by their own heat &/or flames.

Lighting and heating by firewood, coal, keorsene, and/or electricity allowed.

Notwithstanding any provision of law to the contrary or any provisions here-of the Company shall in no event be liable for more than the value of the property insured here-by at the time of any loss or damage happening thereto.



MARINE · FIRE · ACCIDENT

· FIRE POLICY ·

No.

42/12870

IN 300/---

NAME The President of the Jewish Community, Baghdad.  
ON Office furniture.

SITUATION No. 16/118 Towrat quarter Baghdad.  
EXPIRES 14th September 1943.

at 4 o'clock (S.T.) in the afternoon

The Assured is requested to read the Conditions of this Policy.

T.T.P.—12804-40

No. 42

1942

The South British Insurance Company Limited



Registered, 1908, Incorporated in England

Received from

the sum of £ D. being amount of Premium as noted below  
for insurance in respect of £ D. under Policy  
No. 427 from 1st Jan 1941 to 31st Dec 1941  
at a rate of Standard Rate  
Premium £ D.

*[Signature]*  
Chief Agent

The South British Insurance Company Limited

It is hereby certified that the sum of £ D. has been received from the insured in respect of the premium due on the policy No. 427 for the year 1941. This receipt is given in full and final settlement of the account and no further receipt will be given for the same.



In these days of difficult conditions and possible emergency in order that you may assist us to protect your interest it is recommended that you furnish the Company with your instructions at least fifteen days before renewal date.

At the same time your attention is invited to the possible need for revision in values consequent upon the war.

1615

TELEPHONE Nos.  
OFFICE 946.  
RESIDENCE 1457.



EXPIRY NOTICE.

**THE  
SOUTH BRITISH  
INSURANCE COMPANY, LIMITED.**

H. D. SHOHET—Chief Agent.

BAG DAD, *Sept* 194 *2*

The President of the Jewish Community,  
Baghdad.

Sir,

For your security I beg to remind you of the expiry of your policy as described below.

I am, Sir,

Yours faithfully

*H. D. Shohet*  
Agent.

Policy No. 42/12030 Expiry Date at 4 p.m. (s.t.) 14th Sept 1942  
Sum Insured I. D. 300/--- Premium I. D. 6/750

Office furniture in Building No. 16/110 at  
Towrat Quarter, Baghdad.

N. B. 1. If any alteration has been made by which the risk has been increased or otherwise changed the circumstances should be made known to the Company's Agent.

N. B. 2. The rates in respect of this policy are subject to alteration in the event of the Tariff ratings being revised at the time of the renewal.

FOREIGN FIRE

No. 61424

Iraq Agency.



# Guardian Assurance Company Limited.

(INCORPORATED IN ENGLAND.)

Head Office:—68, King William Street, London, E.C.4.



Received the Tenth day of March 1942

of M The Jewish Lay Council.

the sum of ID.18/750. being for Twelve Months' Premium on Building of khanno. 158/158 & 4 shops Shorja  
insured in this Company by Policy No. 7676189 which is hereby renewed from

Fifth March 1942 to Fifth March 1943

Sum Insured: ID. 1500/£.

THE IRAQI INSURANCE OFFICE LTD.

Manager

Agent.

F. 21-9/81.

Caslon P.







# شركة اللانيس للتأمين المحدودة



(مؤسسة في انكلتره)

## الموجودات تربو على خمس وثلاثين مليونه باون

### المركز الاصلى - بارثولوميو لين لندره اى. س. ٢

## السيارات الخصوصية

حيث ان المؤمن له البين في الجدول التابع لهذا الصك قد طلب من شركة اللانيس للتأمين المحدودة (السباة فيما يلي بالشركة) بواسطة تعرض المؤمن له على اعتباره ذا ماعية ومفول التهمد وان يكون أساساً لهذا القعد ومتمراً من ضمن نصوصه وقد دفع أو وافق على دفع اجرة الضمان البينة في الجدول الربوط بهذا بمقابل التضمينات المرحه اذاه .

فلاآن بهذا الصك ومع مراعاة النصوص والاحكام والشرايط الواردة في هذا الصك أو الشروحه بنفهره ان الشركة تموض للمؤمن له خلال آية مدة تقبل الشركة التأدية من أجل تجديد هذا الصك عنها وهي :-

- ١ - التالف أو الضرر الذي يحدث في آية سيارة مبنية في الجدول الربوط بهذا والصايغ والتايرت وأدوات السيارة اللازمة عند ما تكون موجودة عليها والتاج من أي اصطدام عارض أو انقلاب أم تصادم أو انقلاب حادث بنتيجة خلل ميكانيكي أو بنتيجة الاندثار والاستهلاك ولكن يستثنى من ذلك الضرر العارض الذي يطرق على التايرت ما لم تكن تلك السيارة قد أصابها الضرر في عين الوقت .
- ٢ - التالف أو الضرر الذي يحدث في آية سيارة مبنية في الجدول الربوط بهذا والصايغ والتايرت وأدوات السيارة اللازمة عند ما تكون موجودة عليها :-
- ( أ ) - بواسطة انفجار النار الخارجي أو الاشتعال الذاتي أو البرق أو التصوصية أو السرقة أو التهب - أو
- ( ب ) - بواسطة قتل صار - أو
- ( ج ) - أثناء النقل في الطريق أو القطار أو الطرق التهرية الداخلية أو الآلة الرافعة أو الصعدن .
- ولكن يستثنى من ذلك الضرر الذي يطرق على التايرت ما لم تكن تلك السيارة قد أصابها الضرر في عين الوقت .
- ٣ - كلفة معاقمة ونقل آية سيارة مبنية في الجدول الربوط بهذا الى أقرب مصلح على أثر حادث تسبب منه ضرر من الاضرار المشمولة بهذا الصك على أن لا تتجاوز مقدارها المضمين بالمائة من الكلفة المتفق عليها لاجل التصليح .
- ٤ - للمسؤولية القانونية لاجل التعويض ( بما في ذلك التفقات القانونية الخاصة بأي مدعي ) عن وفاة أي شخص أو الاذى الجسدي الحاصل له بسبب استعمال آية سيارة مبنية في الجدول الربوط بهذا وذلك باستثناء ما اذا كانت تلك الوفاة أو ذلك الاذى ناشئاً عن أو واقعاً أثناء استخدام الشخص المذكور من قبل المؤمن له ومما عدا السؤولية بحسب أي شخص يكون من أفراد بيت المؤمن له . بشرط أن تكون مسؤولية الشركة فيما يخص آية معاقمة واحدة أو سلسلة معاقمة ناشئة عن حادث واحد محدود داخل البيلغ اللين في الجدول الربوط بهذا بضمها التفقات القانونية المذكورة .
- ٥ - للمسؤولية القانونية لاجل التعويض ( بما في ذلك التفقات القانونية الخاصة بأي مدعي ) عن الضرر الحاصل بسبب استعمال آية سيارة مبنية في الجدول الربوط بهذا وذلك الى أي ملك ما عدا الملك المأذول الى المؤمن له أو الى أحد أفراد بيته أو الودوع عليهم أو الموضوع عنهم بصفة أمانة أو تحت ضبطهم بشرط أن تكون مسؤولية الشركة فيما يخص آية معاقمة واحدة أو سلسلة معاقمة ناشئة عن حادث واحد محدود داخل البيلغ اللين في الجدول الربوط بهذا بضمها التفقات القانونية المذكورة .
- ٦ - السؤولية القانونية المحددة في البندين الرابع والخامس أعلاه والناشئة عند ما يصكون المؤمن له سابقاً بنفسه سيارة خصوصية ليست عأده اليه وغير ماجورة له بموجب معاقمة تتضمن الشراء بطريق الإيجار بشرط :-
- ( أ ) - أن تكون إحدى السيارات البينة في الجدول الربوط بهذا مستعملة في ذلك الوقت - و
- ( ب ) - أن لا تتجاوز مسؤولية الشركة بموجب هذا البند حدود التضمينات المختصة طبقاً للبندين الرابع والخامس الواردين أعلاه .
- ٧ - كافة التكاليف والتفقات المتكبدة بموافقة الشركة التحريية .
- وقد حصل الاتفاق أيضاً على ما يأتي :-
- ٨ - طبقاً للشرايط وتباً للتحديدات ولقواعد البنود الرابع والخامس والسابع من هذا الصك أن الشركة تنمر - بناء على طلب المؤمن له - كل قريب أو صديق المؤمن له كما لو كان المؤمن له بالذات وذلك عند ما يكون سابقاً آية سيارة مبنية في الجدول الربوط بهذا لأغراض اجتماعية أو ببنية أو على سبيل اللهو بعل من المؤمن له وموافقته بوجه عام بشرط :-
- ( أ ) - أن لا يكون ذلك القريب أو الصديق مستحقاً تضمينات تقتضي أي صك تأمين آخر .
- ( ب ) - أن يقوم ذلك القريب أو الصديق كما لو كانت المؤمن له بالذات بمراعاة وإيفاء واتباع النصوص والاحكام والتظهيرت اللدونة في هذا الصك بقدر ما يمكن تطبيقها .
- ( ج ) - أن لا يكون ذلك القريب أو الصديق قد رفض له عقد تأمين بشأن السيارات أو تمديد مثل ذلك القعد من قبل آية شركة تأمين أو مؤمنين .
- ( د ) - أن يكون ذلك القريب أو الصديق في ذلك الوقت سابقاً مجازاً حسب الاصول .
- ٩ - يجوز للمؤمن له أن يفوض تصليح آية سيارة مبنية في الجدول الربوط بهذا وجب تصليحها بسبب الضرر الذي يمكن أن تكون الشركة مسؤولة عنه بمقتضى هذا الصك بشرط :-
- ( أ ) - أن لا تزيد الكلفة القدره لهذا التصليح على البيلغ المصرح به في الجدول الربوط .
- ( ب ) - تزويد الشركة حالاً بتضمين مفصل للكلفة - أو
- ( ج ) - أن يسدي المؤمن له الى الشركة كل المساعدة التقضية لتناكد من ضرورة اجراء التصليح واعتدال كلفته .
- ١٠ - للشركة مطلق الخيار في استبدال من يتنقلها في كل صك كشف أو تحقيق في حادث وفاة فيما يخص آية وفاة قد تكون تابعة لتضمينات تقتضي هذا الصك وأن تأخذ على قائمها مهمة المنافع في اللعاوي أمام آية عكسة حراية أو عكسة بداية بشأن

أي فعل أو جرم مزعوم سبب أو كان متعلقاً بأي حادث قد يكون تابعاً للتضمينات بمقتضى هذا الصك .

- ١١ - تدفع الشركة الى المؤمن له مصاريف التداوي المعقولة المتكبدة من جراء أي اذى جسي يكون قد أصاب المؤمن له أو سائته أو أي شاغل للسيارة البينة في الجدول الربوط بهذا وذلك بسبب عينة وإعارة وخارجية ومنظورة بصفة كونها النتيجة المباشرة والقوية لأي عارض يدام السيارة المذكورة بشرط أن مسؤولية الشركة بشأن أي عارض واحد لا تتجاوز البيلغ المصرح به في الجدول الربوط بهذا .

وبشرط دائماً أن تكون الشركة لا تكون مسؤولة عن تادية شيء ما مما يأتي :-

- ( أ ) - أي عارض أو تلف أو ضرر أو مسؤولية تسببت أو نشأت خارج النطقة الجغرافية المبينة في الجدول الربوط بهذا .
- ( ب ) - الضرر الذي يكأده المؤمن له بطريقة التبعة أو فقده الاستفاد من استعمال آية سيارة مبنية في الجدول الربوط بهذا وذلك بنتيجة أي عارض .
- ( ج ) - الاستهلاك والاندثار ونقص القيمة لآية سيارة مبنية في الجدول الربوط أو لأي جزء من أجزاء تلك السيارة .
- ( د ) - انكسار للماكينة أو الخلل الميكانيكي أو الكهربائي أو تعطل أي جزء من أجزاء آية سيارة مبنية في الجدول الربوط بهذا .
- ( هـ ) - الضرر الحاصل الى آية سيارة مبنية في الجدول الربوط بهذا والناتج عن زيادة الحمل أو الاجهاد .
- ( و ) - أي عارض أو تلف أو ضرر أو مسؤولية تسببت أو نشأت عند ما تكون آية سيارة منح بشأنها التأمين أو التضمينات بموجب هذا الصك قد أجرت أو أعطيت بالصك أو كانت مستعملة لمقاصد السياح أو مباريات قلع الاضواط أو لتجربة مناهتها أو لحض سرعتها أو آية مقاصد تخص بحمارة السيارات أو لشحن الصائغ أو لنقل الركاب مقابل أجره نقدي أو ما يعادله من البيل أو كان يسوقها المؤمن له ( أو أي شخص آخر بعل وموافقة المؤمن له بوجه عام ) بدون أن يكون في ذلك الوقت مجازاً لسوق السيارات أو مؤهلاً لحيازة اجازة السوق أو كان تحت تأثير السكرات أو الواد الخضر .
- ( ز ) - أي عارض أو تلف أو ضرر أو مسؤولية تسببت أو كانت تترى الى أو نشأت عن أو حدثت مباشرة أو غير مباشرة عن قرب أو عن بعد أو بمناسبة الفيضان أو الاغاصير أو الزواج أو الواصف أو التوران البركاني أو الزلزال أو ارتفاع آخر الطبيعية أو الغزو أو قمل الاعداء الاحباب أو الاعتداءات أو الحركات الحربية ( سواء قبل اعلان الحرب أو بعده ) أو الاضرار أو العصاب أو الاضطرابات الاهلية أو الثورة أو السلطة العسكرية أو التتصبة أو بواسطة آية عواقب مباشرة أو غير مباشرة لاي من الطواير المذكورة . وفي حالة وقوع آية معاقمة بمقتضى ذلك فعل المؤمن له أن يبرهن على أن العارض أو التلف أو الضرر أو المسؤولية قد نشأت بصورة مستقلة ولا علاقة لها بأي وجه من الوجوه أو يرجع سببها أو تترى الى أي من الطواير المذكورة . والمرة الذكر أو عواقبها واذا تجر عن اثبات ذلك فلاشركة لا تكون مسؤولة عن تادية أي شيء عن مثل هذه لاطالية .

كذلك بشرط أن مراعاة وإيفاء المؤمن له حسب الاصول النصوص والاحكام والشرايط والتظهيرت الواردة في هذا الصك حيثما يكون لها علاقة بأي شيء يقتضي اجراءه أو تطبيقه من قبل المؤمن له وكذلك صحة البيانات والاجرة اللدونة في العرض المذكور تعتبر شروطيناً مقدمة على آية مسؤولية ملغاة على الشركة بشأن اجراء آية تادية بموجب هذا الصك . وكل تنازل عن أي من النصوص والاحكام والشرايط والتظهيرت الواردة في هذا الصك لا يكون معتبراً ما لم يقع بحرياً ويوقع عليه من قبل موظف أو وكيل أو وكلاء للشركة معيئين حسب الاصول .

ان الشرايط الوارد ذكرها أعلاه هي :-

- ١ - يجب أن يعطى اخطار بحري الى الشركة حالاً عند حدوث أي عارض أو تلف أو ضرر أو في حالة آية مطالبة . وكل كتاب أو طلب أو اعلام أو اخطار بلزوم الحضور أو تبليغ يجب أن يقدم الى الشركة فوراً عند استلامه من قبل المؤمن له . وكذلك يجب أن يعطى الى الشركة اخطار بحري حالماً يتصل بعل المؤمن له احبال اقامة الدعوى بشأن أي حادث قد يؤدي الى نشوء مطالبة بمقتضى هذا الصك وفي حالة السرقة أو أي فعل جرمي آخر قد يكون موضوع المطالبة وفقاً لهذا الصك فعل المؤمن له أن يبلغ الامر الى الشرطة حالاً ويتعاون مع الشركة تاميناً لادانة المتهدي .
- ٢ - لا يجوز للمؤمن له الاعتراف أو التقديم أو الوعد أو تادية أي شيء بدون الموافقة التحريية من الشركة التي يكون لها الحق - اذا شئت ذلك - بان تأخذ على قائمها وتقوم باسم المؤمن له بإدارة المقاع أو تسوية آية طلب أو أنت تقم الدعوى باسمه ولصلحته عن أي مطالبة بالتضمينات أو الاضرار أو خلافها ضد أي طرف ثالث ويكون لها مطلق الاختيار في ادارة تادية اجراءات أو في تسوية أي طلب وعلى المؤمن له أن يقدم كافة المعلومات ويسدي كل المساعدة التي قد تطلبها الشركة .
- ٣ - اذا حدث تلف أو ضرر لآية سيارة مبنية في الجدول الربوط بهذا فلاشركة حسب اختيارها أما أن تصليح تلك السيارة أو أي جزء من أجزائها مع لوازمها وأدواتها أو تعديدها الى أصلها أو استبدالها واما أنت تدفع نقداً مقدار التالف أو الضرر ولا تتجاوز مسؤولية الشركة القيمة الفعلية للاجزاء المتضررة والتالفة مع اضافة الكلفة المعقولة للتركيب على أن لا تزيد بأي حال من الأحوال على تخمين المؤمن له لقيمة تلك السيارة ( بضمها الوازم للوجود عليها ) كما هو مبين في الجدول الربوط بهذا الصك او قيمة تلك السيارة ( بضمها الوازم للوجود عليها ) حين وقوع التالف أو الضرر أيها أقل .
- ٤ - على المؤمن له أن يتخذ كافة التدابير المعقولة لاصيانة آية سيارة مبنية في الجدول الربوط بهذا من الضرر والتلف ومحافظة جمالها صالحة وللشركة في جميع الاوقات الحرية المطلقة والكاملة لفحص تلك السيارة أو أي جزء من أجزائها أو أي سائق أو مستخدم لدى المؤمن له . ولا يجوز في حالة وقوع عارض أو خلل للسيارة المذكورة تركها بدون الإهتمام بها بل يلزم اتخاذ الاحتياطات

Sasara Khadhoury  
on Alliance Policy No. 12/875  
refund on Policy 10963 D. 11/428  
Balance due to us D. 1/447



على أنه ليس في هذا الشرط ما يفرض على الشركة أية مسؤولية تكون الشركة بريئة منها وفق الفقرة (١) من البند الثامن من هذا الصك لولا هذا الشرط .

٧- تحال جميع الاختلافات الناشئة عن هذا الصك لتفصل فيها من قبل حكم يعينه صك كتابة الطرفين المختلفان أو إذا لم يتمكن من الاتفاق على حكم واحد فيفصل فيها من قبل حكمين اثنين يعين كل طرف واحداً منها كتابة أو في حالة عدم الاتفاق فن قبل فيفصل يعينه الحكمين كتابة قبل الشروع في الإحالة . وتكون تكاليف الإحالة والقرار رأي الحكم أو الحكمين أو الفصل الذي يصدر القرار . ويكون ذلك القرار شرطاً مقاسماً على أية مسؤولية للشركة أو أي حق في دعوى الشركة بشأن أي طلب . وإذا رفضت الشركة تحمل المسؤولية تجاه المؤمن له عن أية مطالبة وفق هذا الصك ولم تحال تلك المطالبة إلى التصحيح في ظرف اثني عشر شهراً تقويمياً من تاريخ الرفض المذكور يقتضى الشروط المدرجة في هذا الصك فتعتبر المطالبة حينئذ من كافة الوجود بأنها قد تترسّت ولا تكون بتدبير قابلة للتصحيح بموجب هذا الصك .

المتضمنة لمنع ازدياد الضرر أو التلف وإذا سبقت تلك السيارة قبل إجراء التصديحات اللازمة فيكون أي اتساع حدث في الضرر أو ديارض آخر يفتشاً برمته على تيمة المؤمن له الخاصة وحده .

٥- يجوز للشركة ابطال هذا الصك بإرسال اخطار مدته سبعة أيام بالبريد المسجل إلى المؤمن له بواسطة عنوانه المعروف لأخر مرة وان الشركة في هذه الحالة تبعد إلى المؤمن له أجره الضمان بعد تنزيل قسم نمي منها لقاء المدة التي كان الصك خلالها نافذ المفعول أو يجوز ابطال الصك في أي وقت كان من قبل المؤمن له بموجب اخطار مدته سبعة أيام ( بشرط أن لا يكون قد نشأ أية مطالبة في خلال المدة الجارية حينئذ من التأمين ) ويكون المؤمن له مستحقاً استرداد أجره الضمان بعد تنزيل الأجرة حسب أسعار الشركة لضمان المدة القصيرة عن المدة التي كان الصك خلالها نافذ المفعول .

٦- إذا وجد في وقت نشوء أية مطالبة يقتضى هذا الصك أي تأمين آخر يشمل عن التلف أو الضرر أو المسؤولية فالشركة لا تكون مسؤولة عن دفع أو الاشتراك بأكثر من نسبة حصتها حسب السعر من أي تلف أو ضرر أو تعويضات أو تكاليف أو مصرف .

عند اضمحلال النصيب العربي والاسكتلندي في هذه البوابات يعول على انهن الاسكتلندي

## الجدول

رقم الصك ١٧٨٣٥٢ م أجره الضمان ١٢/٨٧٥ ديناراً

مدة التأمين من ظهر اليوم التاسع عشر الى ظهر اليوم التاسع عشر  
من شهر اذار سنة ١٩٤٢ من شهر اذار سنة ١٩٤٣

المؤمن له صاحب العمارة سلسون خضوري

العنوان بغداد

المهنة او الحرفة رئيس الطائفة الاسرائيلية

المنطقة الجغرافية المذكورة في الفقرة (١) العراق وماسحة من ايران داخل الحدود العراقية الايونية لمسافة مائة ميل

## اوصاف السيارات

حروف وارقام التسجيل	مصنع السيارة	القوة بالحصان	نوع الهيكل	سنة الصنع	عدد المقاعد بضمنها مقعد السائق	تخمين المؤمن له للقيمة بضمنها اللوازم الموجودة على السيارة
رقم التسجيل ١٨٨٩ ب	اولد زموويل	٢٨/٤	صالون	١٩٣٧	٥	دينارا عراقيا ثلثمائة وخمسون فقط
حدود مقدار مسؤولية الشركة وفق البند الرابع من الصك	...	...	...	...	...	غير محدودة
حدود مقدار مسؤولية الشركة وفق البند الخامس من الصك	...	...	...	...	...	دينارا عراقيا عشرة الاف فقط
الحد الاعظم للمبلغ المسموح للمؤمن له بان يفوض اجراء التصديحات به وفق البند ٩ (أ)	...	...	...	...	...	دينارا عراقيا عشرة فقط
حدود مقدار مسؤولية الشركة لاجل مصاريف التداوي وفق البند (١١)	...	...	...	...	...	دينارا عراقيا عشرين فقط

شهادة على ذلك نحن بصفتنا الوكلاء المفوضين عن الشركة المذكورة قد وقعنا بيدنا أدناه في هذا اليوم التاسع عشر من شهر اذار سنة الف وتسعمائة واثنين واربعين .

بالوكالة عن شركة اللانيس للتأمين المحدودة

عن شركة عزرا م. عطاك واولاده المحدودة

المدبر

Handwritten notes and signatures on a separate piece of paper, including dates like 11/4/47, 11/4/28, and 12/8/45, and names like 'Soviet Khodkov'.

THE CONDITIONS ABOVE REFERRED TO ARE:-

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage or in the event of any claim. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise or payment shall be made by the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. In the event of loss of or damage to any Motor Car described in the Schedule hereto the Company may at its own option repair reinstate or replace such Motor Car or part thereof and/or its accessories and spare parts or pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and in no case exceed the Insured's estimate of the value of such Motor Car (including Accessories thereon) as specified in the Schedule hereto or the value of such Motor Car (including Accessories thereon) at the time of the loss or damage whichever is the less.
4. The Insured shall take all reasonable steps to safeguard from loss or damage and to maintain in efficient condition any Motor Car described in the Schedule hereto and the Company shall have at all times free and full access to examine such Motor Car or any part thereof or any driver or employee of the Insured. In the event of an accident or breakdown such Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Motor Car be driven before the necessary repairs are effected any extension of the damage or further accident arising shall be entirely at the Insured's own risk.
5. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the *pro rata* portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice (provided no claim has arisen during the then current period of insurance) and the Insured shall be entitled to a return of the premium less premium at the Company's Short Period rates for the time the Policy has been in force.
6. If at the time any claim arises under this Policy there is any other existing Insurance covering the same loss damage or liability the Company shall not be liable to pay or to contribute more than its rateable proportion of any loss damage compensation costs or expense. Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under the provisions of Proviso (1) of Clause 8 of this Policy.
7. 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 by each of the parties in writing or in the case of disagreement of an Umpire appointed by the Arbitrators in writing before entering upon the Reference. The costs of the Reference and of the Award shall be in the discretion of the Arbitrator Arbitrators or Umpire making the Award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaim have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

THE SCHEDULE.

Policy No. M 178352 Premium ID.12.875

Period of Insurance—From noon on the Nineteenth day of March 19 42  
to noon on the Nineteenth day of March 19 43

The Insured S.E.Sassoon Khedoury.

Address Baghdad.

Occupation or Profession President, Jewish Community.

Geographical Area referred to in Proviso (a) Iraq and an area in Iran within 100 miles of the Iraq-Iran Frontier.

DESCRIPTION OF MOTOR CARS.

Registered Letters and Nos.	Make of Car.	Horse Power.	Type of Body	Year of Manufacture	Seating Capacity including Driver	Insured's estimate of Value including accessories thereon.
Registered No. BD 1889	Oldsmobile	28.4	Saloon	1937	5	ID.350/- (Iraq Dinars three hundred & fifty)

Limit of amount of the Company's liability under Clause 4 of the Policy	Unlimited
Limit of amount of the Company's liability under Clause 5 of the Policy	ID.10.000/-
Maximum amount for which the Insured is permitted to authorise repairs under Clause 9(a)	ID.10/-
Limit of amount of the Company's liability for Medical Expenses under Clause 11	ID.20/-

In Witness whereof, we being the authorised Agents of the said Company, have hereunto set our hands this Nineteenth day of March in the year One Thousand Nine Hundred and Forty-Two.

Per Pro the Alliance Assurance Co., Ltd.,  
For Ezra M. Hakkak & Sons Ltd.,

Examined.....*[Signature]*

*[Signature]*  
Director,



# ALLIANCE ASSURANCE COMPANY, LIMITED.

(INCORPORATED IN ENGLAND.)

HEAD OFFICE: BARTHOLOMEW LANE, LONDON, E.C. 2.

## DIRECTORS.

LIONEL N. DE ROTHSCHILD, O.B.E., *Chairman.*

THE HON. ALEXANDER BARING.  
CHARLES EDWARD BARNETT.  
THE VISCOUNT BEARSTED, M.C.  
FREDERICK CAVENDISH BENTINCK.  
D. G. M. BERNARD.  
ALFRED FOWELL BUXTON.  
JOHN CATOR.  
MAJOR GERALD M. A. ELLIS.  
FREDERICK CRAUFURD GOODENOUGH.  
THE MARQUESS OF HARTINGTON, M.P.

EDWARD RALPHE DOURO HOARE.  
R. M. HOLLAND-MARTIN, C.B.  
COL. WILFORD N. LLOYD, C.B., C.V.O.  
SIR CHRISTOPHER T. NEEDHAM.  
G. W. B. PORTMAN.  
THE EARL OF ROSEBERY, D.S.O., M.C.  
WILLIAM HEARD SHELFORD.  
ARTHUR JAMES STEWART TODD.  
HENRY ALEXANDER TROTTER.  
RICHARD DURANT TROTTER.

A. LEVINE, *General Manager.*

Iraq

Agency.

Baghdad, 19th March 1942 193x

## ACCIDENT Department.

Notwithstanding any provision of law to the contrary or any provisions hereof the Company shall in no event be liable under clauses 1,2,3,9 and 11 of this policy for more than the value of the property insured hereby at the time of any loss or damage happening thereto. ....

لا تكون الشركة في اي حال من الاحوال ملزمة تحت  
المواد 1 و 2 و 3 و 9 و 11 من هذه البوليصة باكثر من  
ثمن الممتلكات المؤمنة في زمن حدوث التلف او  
الضرر حتى ولو وجد نص قانوني يخالف ذلك  
او بالرغم من اي شرط من شروط هذه البوليصة . . . . .

بالوكالة عن شركة الالينس للتأمين المحدودة  
عن شركة عزرام حكاك واولاده المحدودة

المدير

Baghdad Agency.

Renewal No. 42/1615

The South British Insurance Company, Limited



AUTHORISED CAPITAL £ 2,000,000.

SUBSCRIBED & PAID UP CAPITAL £ 1,031,640.



BOMBAY BRANCH: CANADA BUILDING, HORNBY ROAD, FORT.

Baghdad, 12th September 1941..

Sum Insured ID 300/---

Premium Fils 750

Certified to The President of the Jewish Community, Baghdad.

that the Renewal of Policy No. 42/ 12030 has been effected from the Fourteenth day of September 19 41 to the Fourteenth day of September

19 42. at 4 p m. (Standard Time.)

This Renewal is subject to such Tariff Rates and Regulations as may be in force at the date from which the policy is renewed.

*W. H. White*

Agent.

\*\* If any Stove, Steam-Engine, Furnace or other Implement for producing heat has been erected on the premises, if they are unoccupied or if the nature of the risk be in any other respect changed, it is necessary (for your security) that the circumstance should at the time be made known, in writing, to the Company's Manager or Agent.

Bank of India Ltd.

Bagdad Agency



The South British Assurance Company Limited



SUBSCRIBED  
PAID UP CAPITAL  
£ 1,051,640

AUTHORISED  
CAPITAL  
£ 2,000,000

BOMBAY BRANCH: CANADA BUILDING, HORNBY ROAD, FORT.

12th September 1941

Specimen No 750

Sum Insured - 1000000

Certified to The President of the Jewish Community, Bagdad.

has been effected from the 10th September

that the Renewal of Policy No. 121 12050

day of September 1941 to the 10th September

10.45. at 4 pm (Standard Time)

*[Handwritten signature]*

This Renewal is subject to such Terms, Rates and Regulations as may be in force at the date from which the policy is renewed.

If any Steam-Engine, Furnace or other machinery for producing heat has been erected on the premises, if they are unconnected or if the nature of the risk be in any other respect changed, it is necessary for your security that the circumstances should be forthwith be made known in writing to the Company's Secretary or Agent.

With the Compliments

of  
J. & C. ADES, Ltd.

(INCORPORATED IN IRAQ)

INSURANCE DEPARTMENT

PHONE NO. 154.  
P. O. BOX 68.

230 E. EL RASHID STREET,  
BAGHDAD.

IRAK



ESTABLISHED 1828



I. & C. ADES LTD.  
BAGHDAD

# THE UNION Fire Accident and General Insurance Company Limited

(of Paris)

(Incorporated in France)

## MOTOR POLICY (Private and/or Commercial Vehicle)

### PRIVATE MOTOR CARS.

Whereas the Insured designated in the Schedule hereto has applied to THE UNION FIRE, ACCIDENT AND GENERAL INSURANCE COMPANY, LIMITED (hereinafter called "the Company") by a Proposal which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is to be incorporated herein and has paid or agreed to pay the premium stated in the Schedule hereto as consideration for the Indemnity hereinafter contained.

Now this Policy Witnesseth that the Company will subject to the Terms Provisions and Conditions contained herein or endorsed hereon indemnify the Insured against loss damage and/or liability as hereunder mentioned actually occurring or arising during the period stated in the Schedule hereto or during any period for which the Company may accept payment for the renewal of this Policy that is to say:—

1. Loss of or Damage to any Motor Car described in the Schedule hereto and necessary Lamps Tyres and Accessories whilst thereon resulting from any Accident Collision or Overturning or Collision or Overturning consequent upon Mechanical Breakdown or consequent upon Wear and Tear but excluding accidental damage to Tyres unless such Motor Car is damaged at the same time.
2. Loss of or Damage to any Motor Car described in the Schedule hereto and necessary Lamps Tyres and Accessories whilst thereon
  - (a) By Fire External Explosion Self Ignition or Lightning or Burglary Housebreaking or Theft or
  - (b) By Malicious Act or
  - (c) In transit by Road Rail Inland Waterway Lift or Elevatorbut excluding damage to Tyres unless such Motor Car is damaged at the same time.
3. The cost of protection and removal of any Motor Car described in the Schedule hereto to the nearest repairers in consequence of accident causing damage which is covered hereunder but not exceeding twenty per cent. of the agreed cost of the repairs.
4. Liability at law for compensation (including Law Costs of any claimant) for death of or bodily injury to any person caused by the use of any Motor Car described in the Schedule hereto except where such death or injury arises out of or in the course of the employment of such person by the Insured and excluding liability to a person being a member of the Insured's household. Provided that the liability of the Company is limited in respect of any one claim or series of claims arising out of one event to the sum stated in the Schedule hereto including such Law Costs.
5. Liability at law for compensation (including Law Costs of any claimant) for damage caused by the use of any Motor Car described in the Schedule hereto to property other than property belonging to held in trust by or in the custody or control of the Insured or a member of the Insured's household. Provided that the liability of the Company is limited in respect of any one claim or series of claims arising out of one event to the sum stated in the Schedule hereto including such Law Costs.
6. Liability at law as defined in Clauses 4 and 5 above arising whilst the Insured is personally driving a Private Motor Car not belonging to him and not hired to him and hire purchase agreement provided that (a) one of the cars described in the Schedule hereto is not in use at the time and (b) the liability of the Company under this Clause shall not exceed the respective limits of indemnity under the aforesaid Clauses 4 and 5.
7. All costs and expenses incurred with the written consent of the Company.

#### It is also agreed that:

8. In the terms of and subject to the limitations of and for the purposes of Clauses 4, 5 and 7 of this Policy the Company will at the request of the Insured treat as though he were the Insured any relative or friend of the Insured whilst driving any Motor Car described in the Schedule hereto for social domestic or pleasure purposes with the Insured's general knowledge and consent provided:—
  - (1) That such relative or friend is not entitled to indemnity under any other Policy.
  - (2) That such relative or friend shall as though he were the Insured observe fulfil and be subject to the Terms Provisions Conditions and Endorsements of this Policy insofar as they can apply.
  - (3) That such relative or friend has not been refused any Motor Vehicle insurance or continuance thereof by any Insurance Company or Underwriter.
  - (4) That such relative or friend is at the time a duly licensed driver.
9. The Insured may authorise the repair of any Motor Car described in the Schedule hereto necessitated by damage for which the Company may be liable under this Policy provided:—
  - (a) That the estimated cost of such repair does not exceed the amount stated in the Schedule hereto.
  - (b) That the Company be furnished forthwith with a detailed estimate of the cost and
  - (c) That the Insured shall give the Company every assistance to see that such repair is necessary and the charge reasonable.
10. The Company may at its own option arrange for representation at any Inquest or Fatal Enquiry in respect of any death which may be the subject of indemnity under this Policy and may undertake the defence of proceedings in any Police Court or Court of First Instance in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.
11. The Company will pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his driver or any occupant of any Motor Car described in the Schedule hereto as the direct and immediate result of an accident to such Motor Car provided that the liability of the Company in respect of any one accident shall not exceed the sum stated in the Schedule hereto.

#### Provided always that the Company shall not be liable to make any payment in respect of:—

- (a) Any accident loss damage or liability caused or arising outside the geographical area stated in the Schedule hereto.
- (b) Consequential loss sustained by the Insured or loss of use of any Motor Car described in the Schedule hereto resulting from any accident.
- (c) Wear and Tear and/or depreciation of any Motor Car described in the Schedule hereto or any part of such Motor Car
- (d) Mechanical Fracture and/or Mechanical or Electrical Breakdown or failure of any part of any Motor Car described in the Schedule hereto.
- (e) Damage to any Motor Car described in the Schedule hereto caused by overloading or strain.
- (f) Any accident loss damage or liability caused or arising while any Motor Car in connection with which insurance or indemnity is granted hereunder is let on hire or is being used for racing pace-making reliability trial or speed testing or any purposes in connection with the Motor Trade or for the transport of goods or for the conveyance of passengers for monetary or equivalent consideration or is being driven by the Insured (or by any other person with the general knowledge and consent of the Insured) whilst unlicensed or not qualified at the time to hold a driving licence or whilst under the influence of intoxicating liquor or drugs.
- (g) Any accident loss damage or liability directly or indirectly proximately or remotely occasioned by contributed or traceable to or arising out of or in connection with Flood Typhoon Hurricane Windstorm Volcanic Eruption Earthquake or other convulsion of nature Invasion of the act of Foreign Enemies Hostilities or War Operations (whether before or after Declaration of War) Strike Riot Civil Commotion Rebellion Military or Usurped Power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage and/or liability is independently of and was in no way connected with or occasioned by or contributed or traceable to any of the said occurrences or any consequence thereof. In default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Provided also that the due observance and fulfilment of the Terms Provisions Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any condition precedent or any liability of the Company shall be deemed to have been made in writing agreed by the Insured or any other person on his behalf.

The Policy of the Insured insofar as they relate to the conditions precedent to any liability of the Company shall be valid unless otherwise provided in the Endorsements of this Policy.



THE CONDITIONS ABOVE REFERRED TO ARE:—

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage or in the event of any claim. Every claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

2. No admission offer promise or payment shall be made by the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. In the event of loss of or damage to any Motor Car described in the Schedule hereto the Company may at its own option repair reinstate or replace such Motor Car or part thereof and/or its accessories and spare parts or pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and in no case exceed the Insured's estimate of the value of such Motor Car (including Accessories thereon) as specified in the Schedule hereto or the value of such Motor Car (including Accessories thereon) at the time of the loss or damage whichever is the less.

4. The Insured shall take all reasonable steps to safeguard from loss or damage and to maintain in efficient condition any Motor Car described in the Schedule hereto and the Company shall have at all times free and full access to examine such Motor Car or any part thereof or any driver or employee of the Insured. In the event of an accident or breakdown such Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Motor Car be driven before the necessary repairs are effected any extension of the damage or further accident arising shall be entirely at the Insured's own risk.

5. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the *pro rata* portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice (provided no claim has arisen during the then current period of insurance) and the Insured shall be entitled to a return of the premium less premium company's Short Period rates for the time the Policy has been in force.

at the time any claim arises under this Policy there is any other existing Insurance covering the same loss damage or liability the Company shall not be or to contribute more than its rateable proportion of any loss damage compensation costs or expense. Provided always that nothing in this condition shall Company any liability from which but for this condition it would have been relieved under the provisions of Proviso (1) of Clause 8 of this Policy.

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 upon a single Arbitrator to the decision of two Arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an Umpire the Arbitrators in writing before entering upon the Reference. The costs of the Reference and of the Award shall be in the discretion of the Arbitrator or Umpire making the Award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in any claim. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from if such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned not thereafter be recoverable hereunder.

THE SCHEDULE.

No. 10893

Premium D.12/500.

of Insurance—From noon on the **Twenty eighth**-----day of **January**-----19 **41**  
to noon on the **Twenty eighth**-----day of **January**-----19 **42**

Insured **S. E. Rabbi Sassoon Khadhoury, Baghdad.-**

**Baghdad.-**

Occupation or Profession **President, Jewish Community,-**

Geographical Area referred to in Proviso (a) **Kingdom of Iraq only.-**

DESCRIPTION OF MOTOR CARS.

Registered Letters and Nos.	Make of Car.	Horse Power.	Type of Body	Year of Manufacture	Seating Capacity including Driver	Insured's estimate of Value including accessories thereon.
ED.1889	Oldsmobile	28.4	S a l o o n	1 9 3 7	Five	D.150/--

Limit of amount of the Company's liability under Clause 4 of the Policy	... ..	Unlimited...
Limit of amount of the Company's liability under Clause 5 of the Policy	... ..	10000 Dinars...
Maximum amount for which the Insured is permitted to authorise repairs under Clause 9(a)	... ..	10 " ...
Limit of amount of the Company's liability for Medical Expenses under Clause 11	... ..	20 " ...

In Witness whereof, we being the authorised Agents of the said Company, have hereunto set our hands this **Twenty eighth**-----day of **January**----- in the year **One Thousand Nine Hundred and Forty One.-**

THE UNION FIRE, ACCIDENT & GENERAL  
INSURANCE COMPANY LIMITED.  
FOR I. & C. ADES, LTD.

Notwithstanding any provision of law to the contrary any provisions hereof the Company shall be liable for more than the value insured hereunder in respect of any claim.

على أنه ليس في هذا الشرط ما يفرض على الشركة أية مسؤولية تكون الشركة بريئة منها وفق الفقرة ( ١ ) من البند الثامن من هذا الصك لولا هذا الشرط .

٧ - بحال جميع الاختلافات الناشئة عن هذا الصك للفصل فيها من قبل حكم يعينه سكتاها الطرفان المتخالفان أو إذا لم يتمكن من الاتفاق على حكم واحد فيفصل فيها من قبل عمكين اثنين يعين كل طرف واحداً منها كتابة أو في حالة عدم الاتفاق فن قبل الفصل يعينه المحكمين كتابة قبل الشروع في الإحالة . وتكون تكاليف الإحالة والقرار رأي الحكم أو المحكمين أو الفصل الذي يصدر القرار . ويكون ذلك القرار شرطاً مقدماً على أية مسؤولية للشركة أو أي حق في دعوى الشركة بشأن أي طلب . وإذا رفضت الشركة بحمل المسؤولية تجاه المؤمن له عن أية مطالبة وفق هذا الصك ولم تحال تلك المطالبة إلى التحكيم في ظرف اثني عشر شهراً توعياً من تاريخ الرفض المذكور بمقتضى الشروط المرجحة في هذا الصك فتعتبر المطالبة حينئذ من كافة الوجوه بأنها قد تبرت ولا تكون بعدئذ قابلة التحصيل بموجب هذا الصك .

٥ - يجوز لشركة ابطال هذا الصك بإرسال اخطار مدته سبعة أيام بالبريد المسجل إلى المؤمن له بواسطة عنوانه المعروف لآخر مرة وأن الشركة في هذه الحالة تبتدئ إلى المؤمن له أجره الضمان بعد تنزيل قسم نسبي منها لقاء المدة التي كان الصك خلالها نافذ المفعول أو يجوز ابطال الصك في أي وقت كان من قبل المؤمن له بموجب اخطار مدته سبعة أيام ( بشرط أن لا يكون قد نشأ أية مطالبة في خلال المدة الجارية حينذاك من التأمين ) ويكون المؤمن له مستحقاً استرداد أجره الضمان بعد تنزيل الاجرة حسب أسعار الشركة لضمان المدة التعصير عن المدة التي كان الصك خلالها نافذ المفعول .

٦ - إذا وجد في وقت نشوء أية مطالبة بمقتضى هذا الصك أي تأمين آخر يشمل عين التلف أو الضرر أو المسؤولية للشركة لا تكون مسؤولة من دفع أو الاشتراك بأكثر من نسبة حصتها حسب السعر من أي تلف أو ضرر أو تعويضات أو تكاليف أو مصرف .

عند اختلف النسخ العربي والانكليزي في هذه البوليصة يعول على النسخ الانكليزي

## الجدول

أجرة الضمان ١٠/٥٠٠ ديناراً

رقم الصك ١٠٨٨٩

من شهر كانون الثاني سنة ١٩٤١

من شهر كانون الثاني سنة ١٩٤٢

من ظهر اليوم التأمين والصريح  
إلى ظهر اليوم التأمين والصريح

له سماحة المحامى ساسون خضوري - بغداد .  
وان بغداد .

ة او الحرفة رئيس الطائفة الاسرائيلية

نطقة الجغرافية المذكورة في الفقرة (١) مملكة العراق فقط

## اوصاف السيارات

تأمين المؤمن له للقيمة بضمنها اللوازم الموجودة على السيارة	عدد المقاعد بضمنها مقعد السائق	سنة الصنع	نوع الهيكل	القوة بالحصان	مصنع السيارة	وارقام التسجيل
١٥٠/- ديناراً	خمسة	١٩٤٧	صالون	٢٨,٤	اولدزموبيل	١٨٨٨٩

حدود مقدار مسؤولية الشركة وفق البند الرابع من الصك

حدود مقدار مسؤولية الشركة وفق البند الخامس من الصك

الحد الاعظم للمبلغ المسموح للمؤمن له بان يفوض اجراء التصليحات به وفق البند ٩ (١)

حدود مقدار مسؤولية الشركة لاجل مصاريف التداوي وفق البند (١١)

شهادة على ذلك نحن بصفتنا الوكلاء المفوضين عن الشركة المذكورة قد وقعنا بيدنا أذناه في هذا اليوم ١٠ قامن والصريح من شهر كانون الثاني سنة الف وتسعمائة وواحد واربين

عن شركة آي. وسي. غدمس المحدودة  
(شركة التأمين)

المدير

لا تكون الشركة في أي حال من الاحوال مؤمنة بأكثر  
من ثمن الاموال المؤمنة بموجب هذه البوليصة في زمن  
حدوث التلف او الضرر حتى ولو وجد نص قانوني يخالف  
ذلك او بالرغم من أي شرط من شروط هذه البوليصة.



FOREIGN FIRE.

No. 58309

Iraq Agency.



# Guardian Assurance Company Limited.

(INCORPORATED IN ENGLAND.)

Head Office:—68, King William Street, London, E.C. 4.

Received the Nineteenth day of March 1941



of M The Jewish Lay Council

the sum of ID.18/750 being for twelve Months' Premium on building of Khan No.158/158  
insured in this Company by Policy No. 7676189 which is hereby renewed from  
Baghdad.

5th March 1941 to 5th March, 1942.

Sum insured - ID.1500/-.

Agent.



BAGHDAD AGENCY.

No. 42 / 12030

*The South British Insurance Company Limited*

AUTHORISED  
CAPITAL £ 2,000,000  
BOMBAY BRANCH



SUBSCRIBED  
CAPITAL £ 1,031,640  
HORNBY ROAD, FORT.

Baghdad, 14th Septr. 19 40.

Received from The President of the Jewish Community, Baghdad.

the sum of ID 0.750, being amount of Premium as noted below  
for fire insurance to the extent of ID 300/--- under Policy  
No. 42/12030 from 14th September 19 40 to 14th September 19 41  
at 4 p. m., Standard Time.

Premium, Fils 750

*[Handwritten Signature]*  
D. SHORET

Chief Agent.





# THE SOUTH BRITISH

## INSURANCE COMPANY, L<sup>TD</sup>



MARINE • FIRE • ACCIDENT

SUM INSURED

ID 300/--- @ 1/2%

PREMIUM Fils 750

Policy No. 42/1230

*Whereas*

The President of the Jewish Community Baghdad.

(hereinafter called the Assured) has paid to The South British Insurance Company, Limited (hereinafter called the Company) the sum of Fils seven hundred and fifty only - - - - -

being the Premium for such insurance as hereinafter mentioned of the property hereinafter described in the sum or several sums following, viz:—

IRAQ DINARS THREE HUNDRED ONLY.

On Office furniture, fixtures and fittings including carpets, books, stationery, safe, typewriters and similar articles his own, in trust, in deposit or on commission for which he may be responsible while contained and/or in use in a building occupied as office of the Jewish President, ground and one storey in height, brick-built with brick-arched and/or chundal roofing, bearing Municipal No. 16/118, situate at Towrat quarter, Baghdad.

In the event of loss or damage no single article to be declared for insurance at more than ID 22/500 except:—

- |                                   |         |
|-----------------------------------|---------|
| (1) Remington Typewriter (Arabic) | ID 37/- |
| (2) One Persian Carpet.           | 26/-    |
| (3) One safe.                     | 37/-    |

This Company is expressly declared to be free from liability for loss of or damage to heating and cooking stoves caused directly by their own heat and/or flames.

This Company is expressly declared to be free from liability for loss of or damage to any electrical machine, apparatus, fixture or fitting (including electric fans, electric household or domestic appliances, wireless sets and radios) or to any portion of the electrical installation, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity from whatever cause (lightning included); provided that this exemption shall apply only to the particular electrical machine, apparatus, fixture, fitting or portion of the electrical installation so effected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

Lighting and heating by firewood, coal, kerosine and/or electricity allowed.

Notwithstanding any provision of law to the contrary or any provisions hereof the Company shall in no event be liable for more than the value of the property insured hereby at the time of any loss or damage happening thereto.



Now be it known that from the Fourteenth day of September One thousand nine hundred and Forty until the Fourteenth day of September One thousand nine hundred and Fortyone at Four o'clock (Standard Time) in the Afternoon of that day and for so long afterwards as the said Assured, his, her or their Heirs, Executors, or Administrators shall from time to time pay, or cause to be paid, the Sums required for the renewal of this Policy, and the Directors of the Company shall agree thereto by accepting the same, the Funds and Property of the Company shall be subject and liable to pay, reinstate, or make good to the said Assured, his, her or their Heirs, Executors, or Administrators, such Loss or Damage as shall be occasioned by Fire to the Property above mentioned and hereby Insured, including in such loss or damage loss by Lightning, whether the property insured becomes ignited or not, but not exceeding in each case respectively the Sum or Sums hereinbefore severally specified and stated against each Property.

Provided always that this Insurance shall at all times and under all circumstances be subject to the Conditions and Stipulations printed on the back hereof, which Conditions and Stipulations constitute the basis of this Insurance, and are to be considered as incorporated in, and forming part of, this Policy.

In Witness whereof the undersigned being duly authorised by the Directors of the Company, and on behalf of the Company, has hereunto set his hand at Baghdad the Thirteenth day of September 1940.

Examined.....

D. SHORET  
*[Signature]*



# Guardian Assurance Company Limited.



Subscribed Capital  
£ 2,059,971.

Paid up Capital  
£ 1,024,578.

No. 7676188

Established 1821.

INCORPORATED IN ENGLAND.

Iraq Agency.

From 5th March, 1940.

SUM INSURED ID.1000/-.

PREMIUM ID.7/500

To 5th March, 1941.

**This Policy of Insurance Witnesseth** THAT The Jewish Lay Council, Baghdad.

(hereinafter called the Insured), having paid to the Guardian Assurance Company Limited, of London (hereinafter called the Company), the Premium stated above for insuring against Loss or Damage by Fire (as hereinafter mentioned), the property hereinafter described in the Sum or Sums following, namely:—

'IRAQ DINARS ONE THOUSAND ONLY. On the building of a Khan (excluding plinths, foundations and pavements) the property of the Insured brick built with roofs of bricks and/or mud on chundals bearing No.154/113 and situate at Taht El Takia quarters, Baghdad. ID.1000/-.

Retail sales are allowed in the above mentioned premises.

Lighting and heating by coal, kerosene oil and electricity allowed.

*Notwithstanding any provision of law to the contrary or any provisions hereof the Company shall in no event be liable for more than the value of the property insured hereby at the time of any loss or damage happening thereto.*

*Storage of hazardous goods allowed in the above mentioned premises but warranted that no cotton be stored, excepting that the storage of not more than four fully pressed bales of cotton is allowed.*



The Company hereby agrees with the Insured (but subject to any Conditions hereinbefore contained, and to the Conditions endorsed, all 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 and including the Fifth day of March 19 40, and Four o'Clock in the Afternoon of the Fifth day of March 19 41, or at any time afterwards, so long as the Insured or his Representatives in Interest (provided that the Interest in this Policy be assigned by and with the consent of the Company or its authorized Agent, but not otherwise) shall pay to the Company or its authorized Agent, and they shall accept the sum required for the renewal of this Policy, on or before the said last-mentioned date, and on or before the expiration of any subsequent period for which this Policy shall be stated in the Renewal Receipt to be renewed, the Company shall 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 above mentioned as the sum Insured.

In Witness whereof, we being duly authorized hereunto for and on behalf of the Guardian Assurance Company Limited, have hereunto subscribed our Name, this Fifth day of March One Thousand Nine Hundred and Forty, but hereby fully declaring we are in no way responsible in person or estate under this Insurance, or for any Act done in consequence thereof.

THE IRAQ INSURANCE OFFICE LTD.

For the Guardian Assurance Company Limited,  
Managing Director per Power of Attorney.

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 the Company 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 the 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 and the insured, the insured shall be deemed to have agreed to the Company's terms and conditions of insurance, and the Company shall be bound to accept the same.

4. All insurance under this Policy shall be for the full value of the property insured, and shall be subject to the following conditions:

- (1) on any building or part of any building;
- (2) on any property contained in any building;
- (3) on any other subject matter of insurance.

5. This Policy shall be void if the insured or any person on his behalf shall not comply with the requirements of the Company or shall incur any liability to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

6. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

7. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

8. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

9. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

10. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

11. On the happening of any loss or damage to the property insured, the insured shall forthwith give notice thereof to the Company, and shall within 15 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, and of the value of the property at the time of the loss or damage, and of the circumstances connected therewith;
- (b) particulars of all other insurances, if any.

12. 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 other legal form of the truth of the claim and of any matters connected therewith.

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

14. 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.

15. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

16. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

17. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

18. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

19. The insured shall not be liable to the insured or diminish his right to rely upon any of the conditions of this Policy in answer to any claim.

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

THE CONDITIONS UPON WHICH THIS POLICY IS GRANTED.

Guardian Assurance Company Limited.

68, KING WILLIAM STREET, LONDON, E.C. 4.	
ESTABLISHED 1821.	
HEAD OFFICE:	
LONDON.	
Guardian Assurance Company Limited.	
No. 7676188	
The Jewish Lay Council.	
Sum Assured	ID. 1000/-.
Premium	ID. 7/500.
Expires 5th March, 1941.	

# Guardian Assurance Company Limited.



Subscribed Capital  
\$ 2,059,971.

Paid up Capital  
\$ 1,024,578.

No. 7676187

Established 1821.

INCORPORATED IN ENGLAND.

Iraq Agency.

From 5th March, 1940.

SUM INSURED ID.500/-.

PREMIUM ID.3/750.

To 5th March, 1941.

This Policy of Insurance Witnesseth THAT The Jewish Lay Council, Baghdad.

(hereinafter called the Insured), having paid to the Guardian Assurance Company Limited, of London (hereinafter called the Company), the Premium stated above for insuring against Loss or Damage by Fire (as hereinafter mentioned), the property hereinafter described in the Sum or Sums following, namely:—

'IRAQ DINARS FIVE HUNDRED ONLY. On the building of a Khan (excluding plinths, foundations and pavements) the property of the Insured brick built with roofs of bricks and/or mud on chundals bearing No.152/113 and situate at Taht El Takia Quarters, Baghdad. ID.500/-.

Retail sales are allowed in the above mentioned premises.

Lighting and heating by coal, kerosene oil and electricity allowed.

*Notwithstanding any provision of law to the contrary or any provisions hereof the Company shall in no event be liable for more than the value of the property insured hereby at the time of any loss or damage happening thereto.*

*Storage of hazardous goods allowed in the above mentioned premises but warranted that no cotton be stored, excepting that the storage of not more than four fully pressed bales of cotton is allowed.*



The Company hereby agrees with the Insured (but subject to any Conditions hereinbefore contained, and to the Conditions endorsed, all 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 and including the Fifth day of March 19 40, and Four o'Clock in the Afternoon of the Fifth day of March 19 41, or at any time afterwards, so long as the Insured or his Representatives in Interest (provided that the Interest in this Policy be assigned by and with the consent of the Company or its authorized Agent, but not otherwise) shall pay to the Company or its authorized Agent, and they shall accept the sum required for the renewal of this Policy, on or before the said last-mentioned date, and on or before the expiration of any subsequent period for which this Policy shall be stated in the Renewal Receipt to be renewed, the Company shall 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 above mentioned as the sum Insured.

In Witness whereof, we being duly authorized hereunto for and on behalf of the Guardian Assurance Company Limited, have hereunto subscribed our Name, Fifth day of March One Thousand Nine Hundred and Forty, but hereby fully declaring we are in no way responsible in person or estate under this Insurance, or for any Act done in consequence thereof.

THE IRAQ INSURANCE OFFICE LTD.

For the Guardian Assurance Company Limited,  
Managing Director per Power of Attorney, General Manager

The Insured should for his own protection examine the Policy in order to verify the correctness of the description of the Property Insured.

**Guardian**  
**Assurance Company Limited,**  
**LONDON.**

ESTABLISHED 1821.

HEAD OFFICE:

68, KING WILLIAM STREET, LONDON, E.C. 4.

No. 7676187

The Jewish Lay Council.

Sum Assured . . . . . ID.500/-.

Premium . . . . . ID.3/750.

Expires 5th March, 1941.

**Guardian Assurance Company Limited.**

THE CONDITIONS UPON WHICH THIS POLICY IS GRANTED.

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 the 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 proceeding, 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.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

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, or if the nature of the occupation of or 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 30 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 15 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 willful 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.

17. If the property hereby insured shall, at the breaking out of any fire, 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 arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

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

# Guardian Assurance Company Limited.



Subscribed Capital  
**£ 2,059,971.**

Paid up Capital  
**£ 1,024,578.**

No. 7676189

Established 1821.

INCORPORATED IN ENGLAND.

'Iraq Agency.

From 5th March, 1940.

To 5th March, 1941.

SUM INSURED ID.1500/-.

PREMIUM ID.18/750.

**This Policy of Insurance Witnesseth** THAT The Jewish Lay Council, Baghdad.

(hereinafter called the Insured), having paid to the Guardian Assurance Company Limited, of London (hereinafter called the Company), the Premium stated above for insuring against Loss or Damage by Fire (as hereinafter mentioned), the property hereinafter described in the Sum or Sums following, namely:—

'IRAQ DINARS ONE THOUSAND & FIVE HUNDRED ONLY. On the following items:—

1. The building of Khan the property of the Insured brick built with roofs of bricks and/or mud on chundals (but excluding plinths, foundations and pavements) bearing No. 158/158 and situate at Shorja Street, Baghdad. ... ID.1000/-.
2. The building of 4 (Four) shops adjoining and forming part of the above Khan ... " 500/-.  
-----  
1500/-.

Retail sales are allowed in the above mentioned premises.

Lighting and heating by coal, kerosene oil and electricity allowed.

*Notwithstanding any provision of law to the contrary or any provisions hereof the Company shall in no event be liable for more than the value of the property insured hereby at the time of any loss or damage happening thereto.*

*Storage of hazardous goods allowed in the above mentioned premises but warranted that no cotton be stored, excepting that the storage of not more than four fully pressed bales of cotton is allowed.*



The Company hereby agrees with the Insured (but subject to any Conditions hereinbefore contained, and to the Conditions endorsed, all 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 and including the Fifth day of March 19 40, and Four o'Clock in the Afternoon of the Fifth day of March 1941, or at any time afterwards, so long as the Insured or his Representatives in Interest (provided that the Interest in this Policy be assigned by and with the consent of the Company or its authorized Agent, but not otherwise) shall pay to the Company or its authorized Agent, and they shall accept the sum required for the renewal of this Policy, on or before the said last-mentioned date, and on or before the expiration of any subsequent period for which this Policy shall be stated in the Renewal Receipt to be renewed, the Company shall 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 above mentioned as the sum Insured.

In Witness whereof, we being duly authorized hereunto for and on behalf of the Guardian Assurance Company Limited, have hereunto subscribed our Name, this Fifth day of March One Thousand Nine Hundred and Forty, but hereby fully declaring we are in no way responsible in person or estate under this Insurance, or for any Act done in consequence thereof.

THE IRAQ INSURANCE OFFICE LTD.

For the Guardian Assurance Company Limited,  
 Managing Director per Power of Attorney

The Insured should for his own protection examine the Policy in order to verify the correctness of the description of the Property Insured.

**Guardian**  
**Assurance Company Limited,**  
**LONDON.**

ESTABLISHED 1821.

HEAD OFFICE:

68, KING WILLIAM STREET, LONDON, E.C. 4.

No. 7676189

The Jewish Lay Council.

Sum Assured . . . . . 10.1500/-

Premium . . . . . 10.18/750.

Expires 5th March, 1941.

**Guardian Assurance Company Limited.**

THE CONDITIONS UPON WHICH THIS POLICY IS GRANTED.

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 the 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 proceeding, 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) Spontaneous 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.  
(i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

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 of or 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 30 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 15 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.

If the Insured or any person on his behalf shall be guilty of fraud, 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.

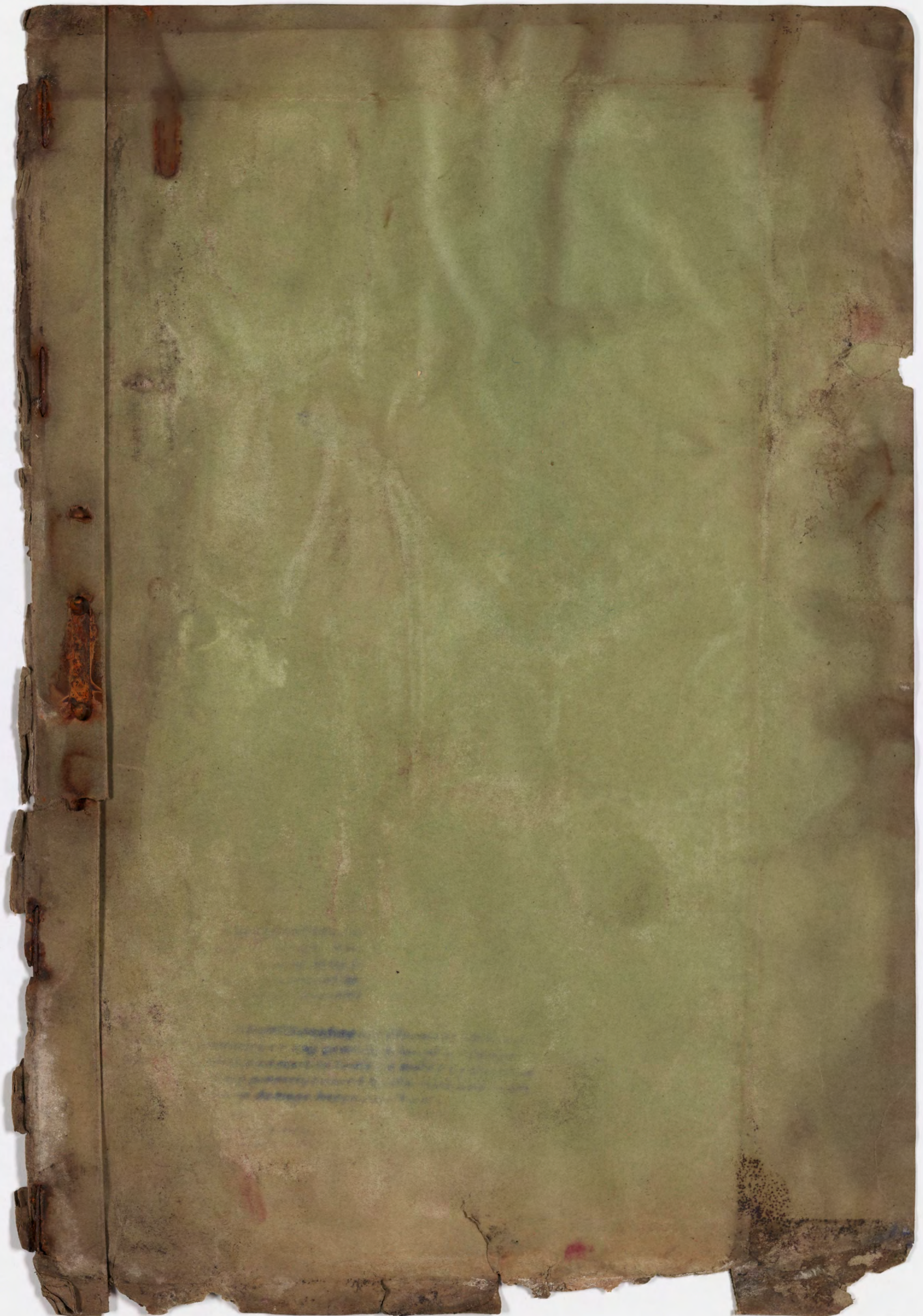
16. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its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

17. If the property hereby insured shall, at the breaking out of any fire, 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 arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

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





F. SOENNECKEN  
BONN

Germany