

Royal Naval Military and East India Company

Life Assurance Society London.



No. 973
Sum assured.
£ 300. 0. 0

Premium	£ 8. 0. 0
Policy Stamp	2. 0. 0
	<u>£ 10. 0. 0</u>

Whereas William Sandys, solicitor and Sampson Sandys gentleman of 5 sergeants Inn Fleet Street and Richard Hill Sandys Barrister of the Chancery Lane London, being desirous of effecting an assurance with the Royal Naval Military and East India Company Life Assurance Society upon their own lives against the life of Hannibal Sandys of 28 Upper Eaton Street Piccadilly London solicitor for the whole of the joint continuance of such lives in the sum of Eight hundred pounds have delivered to the Directors of the said society a Declaration in writing signed by Sampson Sandys for himself and brothers dated the twenty fourth day of August One thousand eight hundred and forty four (amongst other things therein set forth) that the age of the said William Sandys did not on that day exceed Fifty five years that the age of the said Sampson Sandys did not on that day exceed forty seven years and that the age of the said Richard Hill Sandys did not on that day exceed Forty three years that the said assured had had the small pox or leprosy had not had the gout had not had the asthma had never had any fit or convulsion since Infancy had not any habitual cough or any spitting of Blood or Rupture had never been afflicted with Insanity and were then in good health and did ordinarily enjoy good health and that the said assured were not aware of any disorder or circumstance tending to shorten the lives of them the said assured or to render an assurance on their lives more than usually hazardous and that the said Hannibal Sandys had fully completed eighty years of age which Declaration the said assured have agreed should be the basis of the contract between themselves and the Society And whereas the Directors of the said Society relying on the truth of such Declaration have undertaken the proposed assurance at the annual premium of Eight pounds eight shillings & And whereas the said assured hath paid to the Directors of the said Society the sum of Eight pounds eight shillings as the premium for such assurance for the period of one year commencing on the Twenty fourth day of August One thousand eight hundred and forty four and ending on the twenty third day of August one thousand eight hundred and forty five Now these Presents Witness and declare that if each of the said assured shall die before or upon the Twenty third day of August One thousand eight hundred and forty five leaving the said Hannibal Sandys then surviving or if they shall all live beyond the said day and the said assured or their assigns shall on or before the said twenty fourth day of August and on or before the same day in every subsequent year during the continuance of this assurance pay to the Directors of the said Society the annual premium of Eight pounds eight shillings then and in such case the Capital Stock and funds of the Society shall according and subject to the provisions of the Deed of Settlement of the said Society be liable to pay to the executors, administrators or assigns of the assured within three calendar months after proof satisfactory to the Directors of the said Society shall have been given of the death of all of the said assured and that the said Hannibal Sandys survived them the said assured the sum of Eight hundred pounds but without any right or title of the assured their executors administrators or assigns to participate in or require any appropriation as a Bonus to this policy of profits of the Society or of any sum whatever Provided it may be and these Presents are upon this express condition that if any statement or allegation contained in the Declaration hereinbefore referred to be untrue or if the assurance hereby made shall have been obtained through any misrepresentation concealment or untrue statement whatsoever or if the said assured shall survive the said Hannibal Sandys then this policy shall be null and void and all premiums and other sums which shall have been paid to the Directors of the said Society on account thereof shall be forfeited to the use of the Society and all claims in respect of such assurance shall cease and be void to all intents and purposes whatsoever Provided also that the assurance hereby made shall be subject to the several conditions of assurance printed on the back of this Policy Provided also that the subscriber Captain and other the stocks funds securities and property of the Society which at the time of any demand being made in respect of this Policy may remain unpaid and undisposed of in pursuance of the trusts powers and authorities contained in the Deed of Settlement of the said Society shall alone be liable to make good the claims and demands upon the Society in respect of this Policy and that the Directors signing this Policy shall not be responsible to any greater extent than the funds and property of the said Society in their hands or power at the time of the claim being made shall be competent to discharge And that no proprietor shall in any event whatsoever be liable beyond the amount of the unpaid proportion of his share or shares in the said subscribed Capital In witness whereof the Directors of the said Society have hereunto set our hands this twenty fourth day of August One thousand eight hundred and forty four.

Examined *Myself* *John Williams*

Witnessed by Joseph C. Brettell

Entered George Williams

Secretary

Henry A. Parham

Richard P. Ross

Conditions of Assurance.

- 1st. No Assurance will be held so long as the premium shall have been actually paid to the Society And policies upon which renewal premiums are payable, will become void unless the yearly premium or the half yearly or other instalments thereof be actually paid to the Society within thirty days after the day on which they respectively become due.
- 2nd. The Payment of the premium or the half yearly or other instalment of the premium for renewal of any Policy within thirty days after the day upon which the same shall become due, will be sufficient to keep the Policy, notwithstanding the person whose life is assured may have died within the said thirty days.
- 3rd. A Policy which has become void by the non-payment of the premium or the half yearly or other instalment of the premium within thirty days after the same shall have become due, may, if proof be given to the satisfaction of the Directors that the state of health of the person whose life is assured is good, be revived at any time within six Calendar months on the payment of a fine of Ten Shillings per cent on the sum assured and at any time within twelve Calendar months, upon payment of such fine and upon such terms, as a Board of Directors may think reasonable.
4. Persons whose lives have been assured, may, in time of peace, pass by sea in Decked Vessels or Skim Boats, from any part of Europe to any other part of Europe other than the Turkish dominions and Convent of Greece the Islands of the Archipelago Malta Gibraltar and the Ionian Islands, and may likewise reside in any part of Europe other than the places before mentioned or being employed in the British Navy and not engaged in actual war, may serve in any part of the World, except within the Indies, without paying any additional premium, or obtaining any special permission from the Directors for that purpose. Except in the cases of persons employed in the British Navy and not engaged in actual War serving in any part of the world not within the Indies, the policies on the lives of Persons not insured against such extra risks, will become void on their going into the Turkish Dominions or on the Continent of Greece or to any of the Islands of the Archipelago, or to Malta or Gibraltar or any of the Ionian Islands, or into Tropical Climate, or elsewhere out of Europe, or on their engaging in War unless the Assured take the earliest means of communicating such an departure, or engaging in War to the Directors under such regulations as they may from time to time prescribe, and pay the additional premiums on account of the increased risk. But if any person whose life is assured shall have engaged in War under such circumstances as to render compliance with such regulations impossible, or prove thereof satisfactory to the Directors and payment of the additional premiums on account of the increased risk, within such time as shall be required the Policy will be void. The privileges and immunities of this condition, although they apply to seafaring persons in Her Majesty's Service, or the Indian Navy in the course of their occupations and not engaged in actual war do not apply to persons engaging in the Naval or Military service of any Foreign Power without permission of Her Majesty or contrary to law nor to persons so engaged with such permission or under the authority of the law if employed in actual War. Insurance on the lives of persons to whom the privileges and immunities of this condition do not apply, can only be effected under special conditions.
5. Policies effected by power on their own lives who shall die by their own hands will so far as regards the assured become void, but notwithstanding this provision, such Assurance will be held valid so far as extends to any contingent interest acquired by any other person, under an actual Assignment by Deed for a valuable consideration in money or by way of security or indemnity, or by virtue of any legal or equitable lien as a security for money upon proof of such a subsisting interest being given to the Directors to their satisfaction. And if any person assured upon his own life and having been so assured for five years at least shall die by his own hands, and not file de se, the Director shall be at liberty if they think proper to pay for the benefit of his family, any sum not exceeding what the Company would have paid for the purchase of his interest in the Policy if it had been surrendered on the day previous to his decease, provided the interest in such Assurance shall be in the Assured, or in a Trustee for him or for his wife, or children, at the time of his decease.
6. In every case in which a Policy shall be declared, or become void, all monies which shall have been paid to the Society, on account of the Assurance, shall be absolutely forfeited to the Society, and all claims under the Policy shall cease.
7. All claims upon the decease of any person whose life shall have been assured by the Society, must, if required, make proof of such decease and give such further information and evidence as the Directors shall deem satisfactory, reasonable proof will also be required of the time of birth unless that fact shall have been previously established in which case the same will be admitted by an endorsement on the Policy.

