



# BRITANNIA

# Life Assurance Company.

EMPOWERED BY SPECIAL ACT OF PARLIAMENT, IV. VICTORIÆ, CAP. IX.

No. *5878*

CAPITAL, ONE MILLION.

Sum Assured £ 400.

Date *21<sup>st</sup> July 1845.*

Life of Another. E.

Premium £ 4. 14. 4

**Whereas** *Francis Dumerque, of Lincoln's Inn, in the County of Middlesex, Esquire,*

the Person assured by this Policy hath agreed to effect an Assurance with "THE BRITANNIA LIFE ASSURANCE COMPANY" in the Sum of Four Hundred Pounds, on the Life of

*William Pyne, of Inner Temple Lane in the City of London, Solicitor*

for the Term of Seven Years, and hath caused to be delivered into the Office of the said Company a Declaration or Statement in writing, signed by *him* the said Assured, bearing Date the Eighth Day of July, Instant declaring that the Age of the said Person on whose Life the Assurance is effected, did not then exceed Thirty-four years, that he had had the Small Pox or Cow Pox, that he was not then and had not ever been afflicted with Gout, Asthma, Hernia, Pits, or Spitting of Blood, and that he was not afflicted with any Disorder tending to shorten Life; and that *he* the said Assured agreed that such Declaration or Statement should be the basis of the Contract between *him* and the said Company.

**And Whereas** the said Assured hath paid the Sum of Four Pounds Fourteen Shillings and Four Pence as a Premium for One Year, commencing on the Day of the Date of this Policy, the receipt whereof is hereby acknowledged, and the said Assured hath agreed to pay the like Premium at the expiration of every Year, during the said Term of Seven Years, provided the said Person on whose Life the Assurance is effected be then living, as a consideration for the Sum hereby Assured.

**Now this Policy witnesseth** That if the said Person on whose Life the Assurance is effected shall die previously to the expiration of One Year, to be computed from the Day next before the Day of the Date of this Policy, or in the event of the said Person living beyond the said Term of One Year, if the said Assured or his Assigns shall pay the Premium hereinbefore mentioned on or before the expiration of each of the next Six Years, to be computed in each case from the Day of the Date hereof, during the life of the said Person on whose Life the Assurance is effected, the Funds or Property of the Company shall be subject and liable, according to the Company's Deed of Settlement, bearing Date the First Day of August, One Thousand Eight Hundred and Thirty Seven, to satisfy and pay unto the said *Francis Dumerque*

Four Hundred Pounds of lawful money of Great Britain, within Three Calendar Months next after satisfactory Proof of the Death of the said *William Pyne* within the said Term of Seven Years, shall have been received at the Office of the Company.

**Provided always** That if the said Person on whose Life the Assurance is effected shall survive the said Term of Seven Years, or if any thing averred by the said Assured in the Declaration or Statement hereinbefore mentioned (except as to the Age of the said Person on whose Life the Assurance is effected, which is hereby admitted to have been proved to the satisfaction of the Board of Directors) shall be untrue, this Policy shall be absolutely void.

**Provided also** That this Policy and the Assurance hereby effected are and shall be subject to the Conditions and Regulations hereupon endorsed, so far as the same are and shall be applicable, in the same manner as if the same respectively were repeated and incorporated in this Policy.

**In Witness whereof**, We, three of the Directors of the said Company, have hereunto subscribed our hands this Twenty First Day of July One Thousand Eight Hundred and Forty Five.

Entered, *S. Brown*  
Examined, *W. Gomm*

*G. M. Wells*  
*H. M. Wells*  
*W. B. Wells*



## BRITANNIA LIFE ASSURANCE COMPANY.

### CONDITIONS OF ASSURANCE AND REGULATIONS IN REGARD THERETO.

1. No policy shall be considered in force if the premium shall be unpaid for the space of thirty days next after the day on which the same shall have become payable; but should satisfactory proof be given to the Board of Directors that the party whose life hath been assured, continues in good health, the Policy may be revived at any time within twelve calendar months, on payment of the Premium or Premiums then due, with interest thereon, at the rate of five per cent. per annum.
2. The Policy will become void if the Person whose life hath been assured shall die upon the Seas, unless in passing from one part of the United Kingdom to another, or to or from the Islands of Guernsey, Jersey, Alderney, Sark, and Man, or in passing or repassing, in time of peace, in a Decked Vessel or Steam Vessel, from or to a British to or from a Foreign Port between Hamburg, and Bourdeaux (both inclusive); or shall go beyond the limits of Europe; or being in or entering into any Naval or Military service whatsoever, shall go into actual service; unless in each case of going upon the seas, or beyond the limits of Europe, or into actual service, the same shall have been respectively done with the privity and permission of the Board of Directors, and such premium on account of the additional risk be paid as shall be required by the Board of Directors.
3. That in every case where any Policy issued by the Company shall be, at the time of issuing the same, or shall at any time afterwards become subject to any trusts whatsoever, the receipt of the Trustee or Trustees for the time being for the sum assured by such Policy, shall, notwithstanding any equitable claim or demand whatsoever of the person or persons beneficially entitled to the Policy or sum assured thereby, be an effectual discharge to the Company and Proprietors thereof.
4. The funds or property of the Company for the time being remaining unapplied and undisposed of, and inapplicable to prior claims and demands, in pursuance of the trusts, powers and authorities of the Company's Deed of Settlement, shall alone be answerable for the claims and demands of the Assured and the Annuity Creditors; and the Directors signing the Policies or the instruments securing the Annuities, are to be personally liable to the persons to whom the Policies shall be given or Annuities granted, for the application of the said funds or property in discharge of the money secured by the said Policies and of the said Annuities, and not further or otherwise; and that neither in respect to the persons claiming under the said Policies, or the persons entitled to the said Annuities, or in respect to the Directors who may have signed Policies or Instruments securing Annuities, or any of their Heirs, Executors, or Administrators, the Proprietors at large of the Company shall be answerable indirectly or directly further or otherwise than as to their respective shares not subject to prior claims or demands in the Company's said capital of ONE MILLION; it being the true intent and meaning of these presents that no claim upon any Policy, or upon any instrument securing any Annuity, shall be enforced against any one or more of the Directors, his or their Heirs, Executors, or Administrators, to a greater extent than the funds or property of the Company at the time of recovery upon such Policy or instrument securing such Annuity, shall be competent to reimburse him or them, anything in these presents to the contrary thereof, in any wise notwithstanding.