



Nov. 1855

1855.  
L. Bussell  
L. G. G.  
L. G. G.



# INDIA AND LONDON

# Life Assurance Company

REGISTERED AND INCORPORATED PURSUANT TO ACT OF PARLIAMENT, VII AND VIII VICT., CAP. CX.

No. 1170

Sum Assured £1000

Own Life.

Date 1<sup>st</sup> November 1855.

Premium £120-10-0

**Whereas** *Johann Heinrich Barthold Pemoeller*,  
*of the Free City of Hamburg German States Manufacturer,*

the Person assured by this Policy hath agreed to effect an Assurance with "THE INDIA AND LONDON LIFE ASSURANCE COMPANY," in the Sum of Four thousand Pounds on HIS OWN LIFE, for the whole term thereof, and hath caused to be delivered into the Office of the said Company, a declaration or statement in writing, signed by him bearing date the Twenty second-day of October last— declaring that his Age did not then exceed Thirty three— 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, Fits, 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 One hundred and twenty nine pounds and Ten Shillings as a Premium for twelve—Calendar months, commencing on the 1<sup>st</sup> day of June last—the receipt whereof is hereby acknowledged, and the said Assured hath agreed to pay the like Premium at the expiration of every twelve—Calendar months, during his—life, as a consideration for the sum hereby assured.

Now this Policy witnesseth, that if the said Assured shall die previously to the expiration of twelve—Calendar Months, to be computed from the day next before the 1<sup>st</sup> day of June last—~~day of the date of this Policy~~, or in the event of his living beyond the said period of twelve—Calendar Months, if he or she Assigns shall pay the Premium of One hundred and twenty nine pounds and Ten Shillings before the expiration of twelve—Calendar Months, to be computed from the day of the date hereof, and before the expiration of every subsequent twelve—Calendar Months, during his—life, the funds or property of the Company shall be subject and liable, according to the Company's Deed of Settlement, bearing date the Sixteenth day of April, One Thousand Eight Hundred and Forty Six, to satisfy and pay unto the Executors, Administrators, Appointees, or Assigns, of the said Johann Heinrich Barthold Pemoeller—the Sum of Four thousand Pounds of lawful money of Great Britain, within Three Calendar Months next after proof of his death shall have been made to the satisfaction of the Directors of the said Company.

Provided always that if anything averred by the said Assured in the declaration or statement hereinbefore mentioned (except as to his age which is hereby admitted to have been proven) 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 caused the Seal of the said Company to be affixed hereto in our presence, and have hereunto subscribed our hands, this First—day of November—One Thousand Eight Hundred and Fifty five.

No. 1170. In all cases, when the Premiums are not remitted direct to the Office, the Assured will be furnished with printed receipts, signed by some of the Directors, and any other sum he recognized in proof of payment.

Entered W. Giddens  
Examined W. Giddens



A. Boutley  
James Kimball  
Wm. Morley

# INDIA AND LONDON LIFE ASSURANCE COMPANY.

## CONDITIONS OF ASSURANCE AND REGULATIONS IN REGARD THEREOF.

1. THIS POLICY will not 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, without the payment of any fine.

2. THIS 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 any part of the United Kingdom from or to the Islands of Guernsey, Jersey, Alderney, Sark, or Man, or to or from any one of the said Islands from or to any other of them, 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 Bordenax (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. If the Person assured shall die by his own hands or act, this Policy will become void, except to the extent of any *bond fide* interest of any other party therein, by virtue of any assignment, charge, or lien thereon, provided notice thereof shall have been delivered at any Office, or to any authorized Agent of the Company, one Calendar Month before the death of the Person whose life is assured; but in case any Person assured by the Company on his own life, and who has been so assured for five years or upwards, shall so die, without having assigned or charged his Policy for a valuable consideration to the full extent of his interest therein, the Directors are empowered to pay, for the benefit of the members of his family, the whole or any part of the sum assured upon the life of the Person so dying.

4. ALL PREMIUMS and other monies which shall have been paid to the Company, in respect of this Policy, shall, in case the same shall become void, be forfeited to the Company.

5. IN all cases 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 trust or 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 the Proprietors thereof.

6. UPON the decease of any person whose life is assured by this policy, such evidence as to age (unless the same shall have been previously admitted,) and other information shall be produced to the Board of Directors, as they shall think necessary to establish the claim in respect thereof.

7. 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, and of the provisions of the Act of Parliament of the 7th and 8th Victoria, Cap. 110, shall alone be answerable for any claims under this Policy; and no Director or Proprietor of the said Company, or his or her heirs, executors or administrators, shall upon any account or pretence whatsoever be subject or liable to any demand in respect hereof, further than to pay to the funds of the Company the full amount of his or her obligations for the time being, in respect of his or her share or shares in the Capital Stock of the said Company, any thing herein contained to the contrary notwithstanding.