

Star Life Assurance Society.



SUM ASSURED,

L 1000

WHOLE TERM OF LIFE.

No. *1000*

Annual Premium . £ *21 3 1*

Payable *Half* day of

January in each Year.

48, MOORGATE STREET, BANK, LONDON.

ESTABLISHED BY DEED OF SETTLEMENT, BEARING DATE THE SECOND DAY OF OCTOBER, ONE THOUSAND EIGHT HUNDRED & FORTY THREE.

CAPITAL £100,000.

Whereas

James Mansfield of the County of Middlesex
Esq
 hath proposed to effect an Assurance with the STAR LIFE ASSURANCE SOCIETY in the Sum of *Five Hundred Pounds* upon his own Life, for the whole duration thereof, and hath delivered into the Office of the said Society a Declaration in writing signed by *himself* and bearing date the *10th* day of *September* One Thousand Eight Hundred and Fifty *two*, stating (among other things therein set forth) that the age of the said Assured did not then exceed *thirty* years, that he had never been afflicted with Gout, Asthma, Rupture, Palsy, Dropsy, or Rheumatic Fever; nor with any Fits or Convulsions since Infancy; that he had never been afflicted with Insanity, Spitting of Blood, Disease of the Lungs, habitual or periodical Cough, affection of the Liver, or any other Disease, Ailment, or Infirmary; nor was he addicted to any habit tending to shorten life; that he had *never* had the Small-Pox, or Cow Pox, and that he was in a good state of bodily health, and did ordinarily enjoy good health; and that the said Assured was not aware of any circumstances tending to shorten the Life of *himself* the said Assured, or to render an Assurance on his Life more than usually hazardous, unless *such* might be so considered; which Declaration he hath agreed shall be the basis of the Contract between *himself* and the said Society:

And whereas the Board of Directors of the said Society, relying on the truth of the said Declaration, have, on behalf of the said Society, undertaken the proposed Assurance at the Annual Premium hereinafter mentioned, subject to the Provisions and Conditions hereinafter contained and referred to:

And whereas the said Assured hath paid to the said Society the sum of *Five Hundred Pounds* as the Premium for such Assurance for the period of one year, ending on the *10th* day of *September* One Thousand Eight Hundred and Fifty *two*, the receipt whereof is hereby acknowledged:

Now therefore these Presents witness that the three Directors of the said Society, whose Names and Seals are hereunto subscribed and set, do hereby, on behalf of the said Society, agree that if the said *James Mansfield* shall die upon or before the *10th* day of *September* One Thousand Eight Hundred and Fifty *two*, or shall live beyond that day, and he or his Assigns shall, on or before the said *10th* day of *September* now next ensuing, and on or before the same day in every subsequent year during the continuance of this Assurance, pay to the said Society the Annual Premium of *Twenty One Pounds Three Shillings and One Penny*, then and in such case the Funds and Property of the said Society shall, according and subject to the provisions of the Deed or Deeds of Settlement of the said Society, and after satisfying all prior Claims and Demands thereon, be chargeable with and liable to pay to the Executors, Administrators, or Assigns of the said *James Mansfield*, within fifty days after proof satisfactory to the Board of Directors of the said Society shall have been given of the death of the said *James Mansfield*, the Sum of *Five Hundred Pounds*, together with such further Sum or Sums of Money (if any) as under the Provisions of the said Deed or Deeds of Settlement shall have been apportioned as a Bonus to this Policy, and added to the Sum hereby Assured, unless an equivalent for such further Sum or Sums of Money shall have been paid or allowed to the Party or Parties entitled thereto.

Provided always, 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 effected shall have been obtained through any fraud, misrepresentation, concealment, or untrue averment whatsoever, then this Policy shall be null and void to all intents and purposes, and all Premiums and other Moneys paid in respect thereof shall be forfeited to the said Society.

Provided also that the Stocks, Funds, and Property of the said Society, and the Securities thereof, and so much of the Capital of the said Society, for the time being held in shares, as shall not have been then paid up and applied and disposed of, shall alone, and that only after satisfying all such prior Claims and Demands as aforesaid, be answerable for any Claim or Demand upon the said Society in respect of this Policy; and neither the Directors who have executed this Policy, nor any of them, nor any other Proprietor or Holder or Holders of Shares in the Capital of the said Society, nor any Policy Holders of the Society, shall be personally or individually subject or liable to any such Claim or Demand in any Action, Suit, or other Proceeding, at Law or in Equity, nor to any Contribution to such Claim or Demand, beyond so much of the Share or Shares then held by him, her, or them, in the said Capital, as shall not for the time being have been paid up, and as shall not be required for the satisfaction of such prior Claims and Demands as aforesaid; and that upon the legal Transfer by any Shareholder, in accordance with the Provisions of the Deed or Deeds of Settlement of the said Society, of any Share or Shares, the Person or Persons to whom such Transfer shall have been so made, and not the Transferring Proprietor or Proprietors, shall be answerable for such unpaid part of such Share or Shares in the said Capital.

Provided also that this Policy, and the Assurance hereby effected, shall be subject to the several Conditions and Regulations printed on the Back hereof, so far as the same can 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 Society) have hereunto set our Hands and Seals, this *Tenth* Day of *September* in the year of our Lord One Thousand Eight Hundred and Fifty *two*

Signed, Sealed, and Delibered, in the presence of

Examined,

John Edgett
M. Brown
A. Churchill

OWN LIFE.

Star Life Assurance Society.

CONDITIONS OF ASSURANCE, AND OTHER REGULATIONS, IN REGARD TO THE SAME, REFERRED TO BY THE WITHIN WRITTEN POLICY.

I.—A Policy will not become void if the premium be paid within thirty days next after the same shall have become payable, notwithstanding the death or other event upon which the sum assured by the Policy shall become due shall have happened before the payment of the premium; but if the premium shall not be paid before the expiration of thirty days from the day on which the same shall have become payable, according to the terms of the Policy, or to any subsequent agreement with the Society, then the Policy shall be void.

II.—If the age of any person, or of any one of the persons on whose life or lives an assurance shall be effected by any Policy, shall exceed the age stated in the Declaration, it shall be lawful for the Board of Directors, if they in their discretion shall think fit (but not otherwise), to declare that the Policy shall not be void on that account, and to allow such a sum or sums to be paid on such Policy upon the dropping thereof as would have been assured thereby for the annual or other premium or premiums actually paid in respect thereof, if the age of the person on whose life the assurance shall be effected had been correctly stated in the Declaration.

III.—That in all cases where any Policy shall, either originally or at any time afterwards, be or become subject to any trust or trusts whatsoever, the receipt of the trustees or trustee for the time being for the money which may become payable in respect of such Policy, shall, notwithstanding any equitable claim or demand whatsoever of the person or persons beneficially entitled to the Policy, be an effectual discharge to the Society, and the proprietors thereof.

IV.—The person or persons on whose life or lives a Policy may depend may reside in any part of Europe, with the exception of such parts as are included within the right angle formed by two lines supposed to be drawn from Ragusa in Dalmatia, the one due south and the other due east, without paying any additional premium, or obtaining a special permission from the Board of Directors for that purpose.

V.—A Policy will become void if the person or any of the persons on whose life or lives the same may depend shall go out of Europe, or shall go within those parts which are above excepted, or shall die upon the seas, except in passing from one part of the United Kingdom to another part of the same Kingdom, or passing in decked vessels, in time of peace, from any European port to any other European port not within those parts which are above excepted, unless in each case previous permission shall have been obtained from the Board of Directors, and such additional premium paid as the Board of Directors shall judge adequate to the increase of risk.

VI.—A Policy will become void if the person or any of the persons on whose life or lives the same may depend, shall die in consequence of having been engaged or employed in actual service in any military or naval capacity; or, being or becoming a seafaring person, shall go upon the sea in course of his occupation; unless such additional premium or premiums on account of the extra risk shall be paid as shall be required by the Board of Directors.

VII.—A Policy effected, either separately or jointly with other lives, upon the life of any person who shall die by duelling, or by his own hand, or by the hands of justice, will become void except to the extent of any *bonâ fide* interest vested in any other person or persons who may have originally effected or joined in effecting the Policy for his or their own benefit, or who may have acquired such interest 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 the existence and extent of such interest being given to the Board of Directors to their satisfaction.

VIII.—If any person who shall have been assured upon his own life for at least five years, or shall have paid a sum equivalent to five years annual premium, shall die by duelling, by the hands of justice, or by his own hand, and not *felo de se*, the Board of Directors shall be at liberty to pay, if they shall think proper so to do, (but not otherwise), for the benefit of his family, any sum not exceeding what the Society 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 or trustees for him, or for his wife or children, at the time of his decease.

IX.—All premiums and other moneys which shall have been paid to the Society in respect of any Policy which may have become void, shall, except as otherwise provided by any of the preceding conditions, be forfeited to the Society; and all claims in respect of the assurance thereby made shall, except as otherwise provided by any of the preceding conditions, cease and be void.

X.—When the death or deaths shall have occurred upon which the sum assured by any Policy granted by the Society shall become payable, such proof of the death or deaths, and such other evidence and information, shall be produced to the Board of Directors as they shall think necessary to establish the claim made in respect of such Policy; and reasonable proof must also be produced to the Board of Directors of the age or ages of the person or persons on whose life or lives such Policy depended, unless such fact shall have been previously established and admitted in the Policy or by an indorsement thereon.

The Committee named Sir Humphrey being made application to the Society of
the within the Life Assurance Society for a reduction of the extra premium charge;
they have reconsidered the case and agree that it is best understood
that the future Annual Premium shall be £20. 15. 0 instead of £21. 3. 6

London August 6th 1767

J. Hobson

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Attest

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