



EMPOWERED BY SPECIAL CONSOLIDATION ACT OF PARLIAMENT 53 AND 54 VICT. CAP. VIII AND BY 60 AND 61 VICT. CAP. XIX.

# RAILWAY PASSENGERS ASSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1849.

CHIEF OFFICE, 64, CORMHILL, LONDON.

## GENERAL ACCIDENT ASSURANCE. INCLUDING CERTAIN DISEASES.

Policy N<sup>o</sup> A&D 9076

Annual Premium £ 1. 10. 0.

MEMORANDUM.—It is understood that this policy cancels the policy granted to the within named assured, number 236127 and dated 1st Feb. 1895.  
A. V. H.  
Secretary.

**WHEREAS** Henry Vale Tobaccoist & Stationer  
of 6 Rectory Road, 7.

the person assured by this Policy (hereinafter referred to as the Assured), is desirous of effecting the Assurance hereinafter mentioned with THE RAILWAY PASSENGERS ASSURANCE COMPANY (hereinafter referred to as the Company), in the sum of £ 500 Pounds (hereinafter referred to as the Sum Assured), and has caused to be delivered into the office of the Company a Declaration in writing, signed by or on behalf of the Assured, and bearing date the day of the date hereof. And the Assured has agreed that Declaration shall be the basis of the contract between the Assured and the Company.

AND WHEREAS the Assured has paid to the Company the sum of £ 6 Pounds 00 Shillings as the Premium for such Assurance, for One Year, to be computed from the day of the date of this Policy, the receipt whereof is hereby acknowledged.

NOW THIS POLICY WITNESSES, that the Company hereby agree that if at any time during the continuance of this Policy the Assured shall sustain any personal injury caused by Accident within the meaning of this Policy, in that case

1. If such injury shall, within three calendar months from the happening thereof, be the proximate cause of the Assured's death or of the total and irrecoverable loss of sight of both eyes, or of the amputation of two limbs, then the Company shall pay to the legal personal representatives of the Assured, or to the Assured, as the case may be, the Sum Assured.
2. If such injury shall, within three calendar months from the happening thereof, be the proximate cause of the total and irrecoverable loss of the sight of one eye, or of the amputation of one limb, then the Company shall pay to the Assured one-half of the Sum Assured if the Assured within one month from the date of such loss, give written notice to the Company that the Assured so elect, and upon such election the Assured shall forfeit all further claim whatever under this Policy.
3. If such injury does not entitle the Assured to either of the payments above set forth, then the Company shall, for a period not exceeding in all twenty-six consecutive weeks, from the date of the Accident, pay the Assured an allowance at the following rates, namely, at the rate of £ 5 Pounds 00 Shillings for every week during which the Assured shall be totally and absolutely incapacitated from following the Assured's usual employment, in consequence solely of such injury, and at the rate of £ 2 Pounds 00 Shillings and 00 Pence for every week during which the Assured shall be thereby partially incapacitated from following the Assured's usual employment.
4. And where such injury as aforesaid is caused by an Accident to the Railway Train by which the Assured was travelling, then and in that event only, every sum payable under any of the three preceding paragraphs shall be doubled.
5. And if such injury be from Accident alone, and the Assured shall solely and directly in consequence of such injury, and independently of all other causes, be permanently totally disabled and absolutely incapacitated from following the Assured's usual employment, or giving attention to business of any kind, or engaging in or being occupied with any employment, business, or occupation whatsoever, then at the expiration of one year from the date of such injury, and on proof satisfactory to the Directors that such injury has continually totally disabled and absolutely incapacitated the Assured during the whole of such preceding year, and that in all probability the Assured will be totally disabled and absolutely incapacitated for the remainder of life; then the Company shall, at the expiration of such first year, pay the Assured the sum of £ 500 Pounds 00 Shillings, and the same for each successive year (payable half-yearly) during and so long as the Assured may be totally disabled and absolutely incapacitated, but not otherwise, and if at any time thereafter the

Assured shall cease to be totally disabled or absolutely incapacitated, then and in that case the right of the Assured to such payment shall forthwith likewise cease.

THIS POLICY FURTHER WITNESSES that the Company hereby agree that if at any time during the continuance of this Policy the Assured shall be disabled by Typhus Fever, Enteric Fever (Typhoid), Scarletina (Scarlet Fever), Variola (Small Pox), or Measles, the Company shall, for a period not exceeding in all twenty-six consecutive weeks from the beginning of such disablement, pay the Assured an allowance at the rate of £ 5 Pounds 00 Shillings a week for every week during which the Assured shall be totally and absolutely incapacitated from following the Assured's usual employment in consequence solely of such disease.

PROVIDED that the total sum payable under this Policy either in respect of any one Accident or in respect of any number of Accidents occurring in any one year of Assurance, shall not exceed in all the Sum Assured, except as provided by paragraph 4 of this Policy.

PROVIDED ALSO, that this Policy is granted upon the express condition which is to be deemed to be a condition precedent to any liability on the part of the Company under this Policy that the aforesaid Declaration is true in all respects, and that, if either this Policy or any renewal thereof has been obtained through any misrepresentation or concealment by, or on behalf of the Assured, or if in any statement or declaration made in support of any claim for compensation, or in the information given in respect thereof, there shall be any false or fraudulent misstatement, suppression or concealment, then this Policy shall become absolutely void, and all Premiums paid in respect thereof, be forfeited to the Company.

PROVIDED ALSO, that this Policy does not apply to Accidents or injuries, unless caused by some outward and visible means, of which proof satisfactory to the Directors can be furnished, or to Accidents or injuries caused by, or arising wholly or in part, directly or indirectly, from fits, disease, or illness of any kind, or weakness or exhaustion consequent thereon, or by or from any surgical operation, or medical treatment, or intended medical treatment, whether by the Assured or any other person, or to death or injury caused by fighting, or by other breach of the law, or by war or by acting in violation of a Railway Company's Bye-laws or Regulations, or by suicide, whether felonious or otherwise, or by riding races, whether on wheels or horseback, or happening when the Assured is trespassing upon a Railway Company's line, or when under the influence of intoxicating liquor, or in a state of insanity, whether temporary or otherwise, or by the wilful or negligent exposure of the Assured to unnecessary danger or peril.

PROVIDED ALSO, that this Policy only insures against death, amputation, loss of sight, or other injury, where Accident within the meaning of this Policy is the proximate cause thereof, but not where the proximate cause thereof is disease or other cause, even although the disease or other cause may itself have been aggravated by such Accident or have been due to weakness or exhaustion consequent thereon or the death accelerated thereby.

PROVIDED ALSO, that the capital stock, and other the stocks, funds and securities, and property of the Company, which at the time of any claim or demand being made upon or by virtue of this Policy, shall remain unapplied and undisposed of, in pursuance of the trusts, powers and authorities contained in the Act or Acts of Parliament and Regulations of the Company for the time being in force, shall alone be liable to make good any claim or demand in respect of this Policy, and that no Director or other Shareholder of the Company, his heirs, executors, or administrators, shall by reason of this Policy be in anywise individually liable or subject to any claim or demand against the Company beyond the amount of the unpaid part of his particular share or shares in the said capital stock.

PROVIDED ALSO, that this Policy and the Assurance hereby effected shall be subject to the several Conditions of Assurance hereupon indorsed which are to be deemed to be conditions precedent to any liability on the part of the Company under this Policy.

IN WITNESS whereof the Seal of the Company has been hereunto affixed, on the 14th day of June 1895, in the presence of the undersigned, being two of the Directors of the Company.

Charles J. Brown Directors  
G. L. Campbell

Examined and

Countersigned A. H. A.

Secretary.

Agents

H. Pallant,  
Cambridge Heath Station.



7433 - 12989 VIA

# RAILWAY PASSENGERS ASSURANCE COMPANY.

ESTABLISHED 1849.

CAPITAL, ONE MILLION,  
FULLY SUBSCRIBED.

Head Office: 64, CORNHILL, LONDON.

## GENERAL ACCIDENT ASSURANCE

[INCLUDING CERTAIN DISEASES]

(Death and Total and Partial Disablement.)

Policy No. 9076

Premium \_\_\_\_\_

Due \_\_\_\_\_

The Assured is requested to read  
the Policy, and the Conditions endorsed  
thereon.



## CONDITIONS OF ASSURANCE.

1. If the Assured shall travel beyond the limits of Europe, or shall embark in any vessel with the intention of going beyond such limits, or shall engage in any occupation not specified in the Declaration on which this Policy is based (except in cases where some occupation is specified in such Declaration, and the occupation so engaged in is classed in the Company's tables as a similar risk thereto) without obtaining the permission of the Directors and paying such Premium as may be required if the Company shall agree to cover such risk, then this policy shall become absolutely void, and no claim shall be made in respect thereof. Provided that if the Assured returns to Europe before the expiration of this Policy by efflux of time, then and in every such case this Policy shall be revived for the residue of the original term.
2. Written notice of any change of residence, or occupation, or change of name, whether by marriage or otherwise, shall, within a reasonable time, be given by the Assured at the Office of the Company in London.
3. The Premiums on this Policy shall become due on the day of the date hereof in each year, and shall be paid within fourteen days after the day on which the same respectively become due, or this Policy shall lapse, unless the Directors shall consent, in writing, to continue the same; but during such fourteen days the Company shall be liable in respect of this Policy, as if such Premium had been paid on the day it became due, unless notice to determine the Policy shall have been given by the Assured or his Agent.
4. The Assured shall, on tendering any Premium for the renewal of this Policy, give notice in writing to the Company of any disease, physical defect or infirmity with which the Assured has in the meantime become cognizant or affected.
5. In case of any personal injury, or of disablement by one of the diseases specified, occurring to the Assured, written notice of such injury or disablement and of the nature thereof must be left at or sent to the Office of the Company in London within fourteen days of the Accident from which the injury occurred, or of the appearance of the Disease from which the disablement occurred, and in case of death from the injury written notice also of the death must, unless reasonable cause is shown, be so given before interment, and in any case within one month after the death. A statement of the Christian name, surname, occupation and address of the person assured, and of the number of this Policy must be sent together with the notice in every case.
6. In the event of loss of sight or amputation occurring more than fourteen days after the Accident, written notice thereof must also be given as aforesaid within one calendar month after such loss of sight or amputation. The word "limbs" in this Policy means "legs" or "arms," "hands" or "feet."
7. No compensation shall be payable hereunder unless any medical or other Agent of the Company shall be allowed to examine the person of the Assured on the occasion of any alleged injury or disablement within the meaning of this Policy, when and so often as the same may reasonably be required on behalf of the Company, and, in the event of death, to make a post-mortem examination of the body of the Assured when any reasonable doubt exists that death was caused by Accident within the meaning of this Policy; nor unless such evidence as the Directors may from time to time require (including a post-mortem examination if necessary), shall be furnished within the space of fourteen days after demand, in writing, as to any alleged Accident, injury, or incapacity, on the ground of which a claim shall have been made against the Company.
8. Any question as to the liability of the Company to pay the sum assured by this Policy in the case of Fatal Accident, loss of sight, amputation of limbs, or to make any compensation at all, or as to the amount of compensation, or otherwise, howsoever arising hereunder, shall be referred to arbitration under and pursuant to the provisions contained in the Company's special Act 55 & 56 Victoria, cap viii., as a condition precedent to the commencement of any action, and no person shall be entitled to bring or maintain any action or proceeding on this Policy except for the sum awarded to be due under such arbitration.
9. The total sum insurable with this Company by any one person is limited to £2,000, or to an allowance of £12 per week, in the event of death or disablement caused otherwise than by an accident to the Railway Train by which the Assured was travelling; and to £3,000, or to an allowance of £18 per week, in the event of death or disablement caused by accident to the Railway Train by which the Assured was travelling; and any Policy or Policies, Insurance ("Journey") Ticket or any other Contracts of Insurance of any kind whatsoever obtained above these amounts respectively will be null and void.
10. The Company may at any time by notice in writing determine this Policy as from the giving of such notice, without prejudice to the accrued rights of the Assured in respect of prior Accidents or Diseases, and the Company shall thereupon return to the Assured the then last Premium paid by the Assured, and such notice shall be deemed sufficiently given if posted in London, addressed to the Assured, at the within mentioned address, and shall in such case be deemed to have been received by the Assured at the time when the same would be delivered in the ordinary course of post.
11. At the expiration of one year from the date hereof, or at the expiration of any subsequent year, the Directors shall be at liberty to refuse to accept the Premium for another year, and the risk under this Policy shall on any such refusal absolutely cease and determine.

### NOTICE.

By the Company's special Act it is provided that the Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment, or other dealing with or relating to any Contract of Assurance, but the receipt of the Assured or of the Assured's legal personal representatives shall in all cases be an effectual discharge to the Company.

No Agent of the Company has any authority to give credit for payment of Premiums, or to receive any notice on behalf of the Company.