

THE
EMPLOYERS' LIABILITY
ASSURANCE CORPORATION,
LIMITED.

Head Offices.

HAMILTON HOUSE, VICTORIA EMBANKMENT,
LONDON, E. C.

Branch Offices.

- Aberdeen, 216, Union Street.
- Belfast, 4, Donegall Square North.
- Birmingham, 57, Colmore Row.
- Bristol, Bank Chambers, 40, Corn Street.
- Cardiff, The Exchange.
- Dublin, 38, Dame Street.
- Dundee, 33, Commercial Street.
- Edinburgh, 16, South Charlotte Street.
- Glasgow, 16, Vincent Place.
- Ipswich, 2 & 4, Princes Street.
- Leeds, 5 & 6, Peacock's Buildings, 23, Park Row.
- Liverpool, 12, Imperial Buildings, 2, Exchange Street East.
- Manchester, 100, King Street.
- Newcastle-on-Tyne, Standard Chambers, Neville Street.

Policy

No. G 28819

PLEASE TO READ THIS POLICY CAREFULLY.

[G 63.]

(Fire Brigade
Collective).

200.
28-11-1904.

E. H. ...

CONDITIONS OF ASSURANCE.

1.—This Policy does not insure against death or disablement, directly or indirectly caused by, arising from, or traceable to any of the following, viz: Self injury or suicide, fits, intoxicating liquors, insanity, rupture, varicose veins, any unlawful act, violation of a Railway Company's bye-laws, rules or regulations, war, invasion, civil commotion, popular riot, or the wilful exposure of the Assured to unnecessary danger, except in the effort to save human life.

2.—In the event of any accident or disablement hereby assured against happening to any of the Persons Assured, notice thereof in writing shall be mailed or posted to the Corporation at its Head Office in London within fourteen days of its occurrence. The Proposers shall, at their own expense, forward to the said Office, within the space of seven days after demand, a written report from a medical attendant, who shall be a duly qualified and registered medical practitioner, of the facts of the case and the nature and extent of the injuries received, and generally all such information in support of the claim as the Corporation shall reasonably require, and in case of loss of sight or amputation occurring more than fourteen days after the accident, notice as aforesaid must be given within one calendar month of such loss of sight or amputation. Provided that all sums payable hereunder shall be payable at the Head Office of the Corporation in London, and in the case of a claim by death, permanent total or permanent partial disablement, shall be payable within one calendar month after such personal injury, and the cause and result thereof shall have been proved to the satisfaction of the Directors of the Corporation, and such information as is required by the Conditions of this Policy shall have been furnished, and only on the delivery of this Policy cancelled and discharged as regards such Person Assured, and in the case of a claim for temporary total or partial disablement, only upon the termination of such disablement, and no sum payable under this Policy shall carry interest, and the Corporation shall cease to be liable for any such sum unless claimed within one year after it has become due.

3.—If required by the Corporation, the Medical, Surgical, or other Agent of the Corporation shall, in case of any accident to any of the Persons Assured, be admitted at all reasonable times to see and examine the nature of the injury sustained by the Person Assured whilst the Person Assured is suffering from the effects of the same; and in the event of death to make a post-mortem examination of the body of the Person Assured.

4.—The Proposers shall, on tendering any premium for the renewal of this Policy give notice in writing

to the Corporation of any disease or physical defect or infirmity with which any of the Persons Assured have become affected since the payment of the next preceding premium.

5.—Any circumstances in relation to these Conditions coming to the knowledge of any local Agent or Manager, shall not be notice to, or be held to bind, or prejudicially affect the Corporation, notwithstanding the subsequent acceptance of any premium, nor will the Corporation be bound by any receipt, except it be on its printed office form for the time being.

6.—The Corporation may at any time by notice in writing determine this Policy. Provided that the Corporation shall return to the Proposers the then last premium paid by them less a *pro rata* part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted in London addressed to the Proposer at the within-mentioned address, or at any later address, of which notice in writing shall have been given to the Corporation, and shall be deemed to have been received by them at the time when the same would be delivered in the ordinary course of post.

7.—The premiums payable in respect of 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 became due, and if not so paid this Policy shall lapse, but during such fourteen days the Corporation shall be liable in respect of this Policy as if such premium had been paid on the day on which the same became due, provided that it shall be proved to the satisfaction of the Corporation that the Proposers intended to renew this Policy.

8.—If any question or difference shall arise touching the meaning of this Policy or its conditions or as to the rights, obligations, or liability of either party hereunder, the same, if required by the Corporation, shall be referred to Arbitration under the Arbitration Act, 1889, the Arbitration (Scotland) Act, 1894, or any other Act which may for the time being be in force and applicable.

9.—The Corporation shall not be bound to notice or be affected by any notice of any trust, charge, or alienation relating to this Policy, but the receipt of the Proposers shall in any case effectually discharge the Corporation,

NOTICE TO THE PROPOSERS.

No waiver of or alteration in any of the terms of this Policy, or any of its conditions, nor any endorsement thereon, will be held valid unless the same is signed or initialled by the Secretary or Assistant Secretary of the Corporation.

THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LIMITED



CORRESPONDENCE
PLEASE QUOTE THIS
NUMBER.

POLICY

N^o G 23319

CAPITAL,

ISSUED AND FULLY SUBSCRIBED.



£1,000,000.

£750,000
£1,000,000

PREMIUM

£ 2-2-0

PAYABLE 12th April

ANNUALLY.

**HAMILTON HOUSE, VICTORIA EMBANKMENT,
LONDON, E.C.**

Directors,

Chairman—LORD CLAUD HAMILTON
(Chairman, Great Eastern Railway Company).
SIR WILLIAM B. FORWOOD (Director, Cunard Steamship Company, Limited, Liverpool).
E. H. LLEWELLYN, ESQ., M.P., Langford Court, Somerset (Director, Great Western Railway Company).
WALTER H. MAUDSLAY, ESQ., 69, Cadogan Gardens, London, S.W.
General Manager and Secretary—S. STANLEY BROWN.

Deputy Chairman—HENRY CHAPMAN, ESQ., C.E.
(Chairman, General Hydraulic Power Company, Limited).
HENRY W. MAYNARD, ESQ. (Director, Union-Castle Mail Steamship Company, Limited).
ROBERT MILBURN, ESQ. (Chairman, City of London Brewery Co., Limited).
LEOPOLD SALOMONS, ESQ., Norbury Park, Dorking.
PHILIP H. WATERLOW, ESQ. (Chairman, Waterlow & Sons Limited).
Assistant Secretary—W. E. GRAY.

Whereas The Feoffees of Colyton, of Colyton, Devon (hereinafter called the Proposers)

on behalf of the Members of the Colyton Feoffee Fire Brigade are desirous of effecting an Assurance, as hereinafter mentioned, with the **EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LIMITED** (hereinafter called the Corporation), and have caused to be delivered to the Corporation a Proposal or statement in writing, dated the Sixth day of April 1910, signed by or on behalf of the Proposers, warranting the truth of the statements therein contained, and have agreed that the said Proposal shall be the basis of this contract and be considered as incorporated herein: And whereas the Proposers have paid to the Corporation the sum of Two pounds and two shillings as a premium for the proposed Assurance for twelve calendar months from the Twelfth day of April 1910.

Now it is hereby agreed and declared that if at any time during the continuance of this Policy any of the Persons Assured, while as a member of the before-mentioned Brigade engaged in going to, remaining at, or returning from a fire or in brigade station duties or in drills under the control of a responsible Officer of the Brigade

shall sustain any personal injury caused accidentally by violence due to any external and visible means, then the Corporation shall pay to the Proposers on behalf of such Person the sum or sums hereinafter mentioned, that is to say:—

- Death. (1.) If such injury shall be the immediate cause of the DEATH of the Person Assured and shall within three calendar months of the occurrence of such injury result in such death, the sum set against the Position of such Person Assured in the Schedule hereto.
- Permanent Total Disablement (loss of sight of eyes or limbs). (2.) If such injury shall, within three calendar months of its occurrence, result in PERMANENT TOTAL DISABLEMENT caused by the complete and irrecoverable loss of sight of both eyes or the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or the complete and irrecoverable loss of sight of one eye, accompanied by the loss as aforesaid of one entire hand or entire foot, the sum set against the Position of such Person Assured in the Schedule hereto.
- Permanent Partial Disablement (loss of eye or limb). (3.) If such injury shall within three calendar months of its occurrence result in PERMANENT PARTIAL DISABLEMENT caused by the complete and irrecoverable loss of sight of one eye or the actual loss by physical separation of one entire hand or one entire foot, the sum set against the Position of such Person Assured in the Schedule hereto.
- Temporary Total Disablement. (4.) If such injury shall result in TEMPORARY TOTAL DISABLEMENT, then so long as the Person Assured shall be totally disabled from attending to business of any kind, a sum per week at the rate set against the Position of such Person Assured in the Schedule hereto.
- Temporary Partial Disablement. (5.) If such injury shall result in TEMPORARY PARTIAL DISABLEMENT, then so long as the Person Assured shall be partially disabled from attending to business of any kind, a sum per week at the rate set against the Position of such Person Assured in the Schedule hereto.

Provided that the Corporation shall not be liable to pay in respect of any one year of Assurance for any one of the Persons Assured any amount, or amounts exceeding in the whole the sum assured to be paid under Heading No. 1, nor to pay for either temporary total or partial disablement, or for both, for a longer period than twenty-six weeks altogether in respect of any one disablement.

Provided that the Proposers shall not be entitled to receive payment on behalf of any of the Persons Assured under more than one of the above headings in respect of any one disablement, except that they may be entitled to receive payment under Heading No. 5 for a period in succession to a period under Heading No. 4, or vice versa.

Provided that the Corporation shall be liable to pay under this Policy when the injury shall have been sustained within the United Kingdom, but not elsewhere.

Provided that this Policy and the Assurance hereby made shall be subject to the several conditions, restrictions, stipulations and notices endorsed hereon in like manner as if the same were respectively repeated and incorporated herein, and that such conditions in so far as they provide for anything to be done by the Proposers are to be deemed conditions precedent to the right of the Proposers to sue or recover hereunder.

Signed for and on behalf of the Corporation this Twentieth day of April One Thousand Nine Hundred and ten

Examined AD
Entered AD

W. Gray Secretary.

W. E. Gray Director.

Colyton. S. H. Curmery

THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION LTD.

HAMILTON HOUSE, VICTORIA EMBANKMENT, LONDON, E.C.

CAPITAL = £1,000,000.

Employers' Indemnity Policy.

Workmen's Compensation Act, 1906; Employers' Liability Act, 1880; Fatal Accidents Act, 1846; Common Law.

District Manager:—M. H. PEAKE, 45, Corn Street, BRISTOL.

Policy No. N 38263

ESTIMATED AMOUNT OF
WAGES, SALARIES AND
OTHER EARNINGS ...

£ 42 : - : -

Date of Expiry *13th May* 1911

PREMIUM ON ABOVE

£ 2 : 15 : -

(Minimum Premium)

Whereas *The Colyton Feoffees*

(hereinafter called "the Insured") of *Colyton Devon* carrying on the business of *Trustees of charities*

and no other for the purposes of this Insurance has made to THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION LIMITED (hereinafter called "the Corporation") a written proposal and declaration dated *13th* day of *May* 1910, containing certain particulars and statements which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein:

Now this Policy witnesseth that in consideration of the payment to the Corporation of the above-mentioned Premium (which Premium is subject to adjustment as hereinafter provided) for the following Indemnity from the *fourteenth* day of *May* 1910 to the *thirteenth* day of *May* 1911 both dates inclusive.

It is hereby agreed that if at any time during the said period subject to the receipt of Premium as provided in the Conditions hereunder and during the continuance of this Policy by renewal any Employee in the Insured's immediate service shall sustain any personal injury by accident or disease as described in the Third Schedule to the Workmen's Compensation Act, 1906, while engaged in the service of the Insured in work forming part of or process in the business above mentioned, and in case the Insured shall be liable to make compensation for such injury either under the Fatal Accidents Act, 1846; the Employers' Liability Act, 1880; the Workmen's Compensation Act, 1906; or at Common Law the Corporation shall indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that the due observance and fulfilment of the Conditions of this Policy which Conditions are to be read as part of this Policy shall be a condition precedent to any liability of the Corporation under this Policy.

CONDITIONS.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office of the Corporation.
2. The Insured shall give notice to the Corporation of any accident or disease covered by this Policy as soon as practicable after the accident or disease or any incapacity arising therefrom comes to the knowledge of the Insured or of the Insured's representative for the time being and shall forward to the Corporation forthwith after receipt thereof every written notice or information as to any verbal notice of claim and all proceedings.
3. The Insured shall not incur any expense litigation or otherwise or make any payment settlement or admission of liability in respect of any injury for which the Corporation shall be liable under this Policy without the written authority of the Corporation. The Corporation shall in respect of anything insured under this Policy be entitled to use the name of the Insured including the bringing defending enforcing or settling of legal proceedings for the benefit of the Corporation. The Insured shall give all necessary information and assistance and forward all documents to enable the Corporation to settle or resist any claim as the Corporation may think fit.
4. The Insured shall take reasonable precautions to prevent accidents and to comply with all Statutory obligations.
5. The first Premium and all Renewal Premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid to employees by the Insured during each period of insurance. The name of every employee and the amount of wages salary and other earnings paid to him shall be duly recorded in a proper wages book. The Insured shall at all times allow the Corporation to inspect such books and shall supply the Corporation with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry of such period of insurance and if the total amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Corporation or by a refund by the Corporation as the case may be.
6. Unless specifically included by indorsement hereon the indemnity granted under this Policy or any renewal thereof shall not apply to the Insured's liability to employees in the employ of Sub-Contractors to the Insured.
7. The Corporation shall not be liable in respect of any accident or disease occurring before the actual receipt of the Premium by the Corporation or its authorised Agents or in respect of any accident or disease occurring after the date of expiry and before the actual receipt of the Premium for renewal.
8. If any question or difference shall arise touching the meaning of this Policy or its conditions or as to the rights obligations or liability of either party hereunder the same shall be referred to arbitration under the Arbitration Act 1889 the Arbitration (Scotland) Act 1894 or any other Act which may for the time being be in force and apply to the particular case in which such question or difference shall have arisen.

For and on behalf of the Corporation this *18th* day of *May* One Thousand Nine Hundred and *ten*

Examined *[Signature]*

M. H. Peake
District Manager.

N 1.