

[53 & 54 VICT.]

*Ocean Accident and Guarantee
Company, Limited, Act, 1890.*

[Ch. ccxxix.]



CHAPTER ccxxix.

An Act for the Amalgamation of the Ocean Railway and
General Accident Assurance Company Limited and the
Ocean and General Guarantee Company Limited and
to confer certain powers on the Amalgamated Company.

A.D. 1890.

[14th August 1890.]

WHEREAS in the year one thousand eight hundred and seventy-
one certain persons formed themselves into an assurance
company under the name of the Ocean Railway and General
Travellers Assurance Company Limited (hereinafter referred to as
“the Assurance Company”) for the purpose of granting either in
the United Kingdom or abroad policies or other instruments of
assurance against or assuring compensation or payment in case of
death or injury to health or limb by railway coach or carriage
accident shipwreck or other perils of the land or sea or any other
accident misadventure or violence during any journey or voyage by
land or water or during any other limited or specified period and
such company was duly registered under the Companies Acts 1862
and 1867 :

And whereas by the Ocean Railway and General Travellers
Assurance Company Limited Act 1872 (hereinafter in this Act
referred to as “the Act of 1872”) certain powers and privileges
were conferred upon the Assurance Company with reference to the
granting of policies by the Assurance Company free from stamp
duties and making other provision for the payment of a duty in lieu
thereof :

And whereas at an extraordinary general meeting of the said
Company duly convened and holden on the eleventh day of March
one thousand eight hundred and seventy-five by special resolution
confirmed at a subsequent extraordinary general meeting held on
the thirty-first day of March one thousand eight hundred and
seventy-five the name of the said Company was changed to the
Ocean Railway and General Accident Assurance Company Limited

[Price 1s. 6d.]

A

1

A.D. 1890. — and such special resolution was approved by the Board of Trade and registered with the Registrar of Joint Stock Companies :

And whereas the nominal capital of the Assurance Company is two hundred thousand pounds divided into forty thousand shares of five pounds each and such capital consists of seven thousand five hundred A or deferred shares and thirty-two thousand five hundred B shares and there have been issued and now exist one thousand seven hundred and eight of the A or deferred shares all fully paid up and five thousand seven hundred and ninety-two A or deferred shares remain unissued and there have been issued eleven thousand four hundred and sixty B shares on which one pound per share has been called up and paid being the full amount intended in the first instance to be called up and paid on such B shares and twenty-one thousand and forty B shares remain unissued :

And whereas in the year one thousand eight hundred and seventy-seven certain persons formed themselves into an assurance company under the name of the Ocean and General Guarantee Company Limited (hereinafter referred to as "the Guarantee Company") for the purpose of granting in the United Kingdom or abroad policies or other instruments of assurance of any kind (excepting such policies of assurance upon the life or lives of any person or persons as are intended to be comprised in the Life Assurance Companies Act 1870) and such company was duly registered under the Companies Acts 1862 and 1867 :

And whereas the nominal capital of the Guarantee Company is one hundred thousand pounds divided into twenty thousand shares of five pounds each on which not more than one pound per share was in the first instance intended to be called up :

And whereas the whole of the said twenty thousand shares have been issued and now exist upon which one pound per share has been called and paid up :

And whereas the amounts of the reserve and dividend accounts of both Companies are invested in and upon investments and securities in the names of the respective Companies and in addition to the said funds both Companies are possessed of other investments and property of a large amount :

And whereas both Companies transact the business of assurance and the policies and guarantees issued by them respectively are granted for short periods not exceeding one year and the boards of directors of the two Companies consist of the same persons and the two Companies carry on their businesses in the same principal office in London and by an amalgamation of the two Companies increased

simplicity in the working of the business and retrenchment in working expenses could be effected: A.D. 1890.

And whereas it is expedient that the Assurance Company and the Guarantee Company should be amalgamated and be continued under the name of "the Ocean Accident and Guarantee Company Limited" (hereinafter called "the Company") without liquidating their affairs under the Companies Act 1862 and that the Assurance Company and the Guarantee Company as separate corporations should cease but with such reservation of the rights of the creditors of either of the two Companies as against the uncalled capital of the respective Company as is hereinafter provided for and that the memorandum of association scheduled to this Act should be the memorandum of association of the Company and that the articles of association of the Company should be in the same terms as the articles of association of the Assurance Company and that the Act of 1872 should be amended in manner hereinafter in this Act appearing and that such powers should be conferred on the Company and such provisions made as are in this Act contained:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

PART I.—PRELIMINARY.

1. This Act shall be divided into parts as follows:—

Part I.—Preliminary.

Part II.—Relating to Amalgamation.

Part III.—Relating to Accident Assurance.

Part IV.—General.

Act divided
into parts.

2. This Act may be cited for all purposes as the Ocean Accident and Guarantee Company Limited Act 1890 and shall commence and take effect as at and from the day of the filing of a copy of this Act with the Registrar of Joint Stock Companies who shall make minutes or entries in his books of such of the provisions of this Act as he may deem necessary and such day of filing above mentioned is hereinafter referred to as "the time of amalgamation." Short title.

3. In the case of the Assurance Company and the Guarantee Company such minutes or entries shall be made as shall describe the amalgamation effected by this Act.

Entries made
by Registrar
under pre-
ceding section
shall describe
amalgamation.

A.D. 1890. **4.** In this Act and in the schedules thereto the following expressions have the several meanings hereby assigned to them (that is to say):—

Interpreta-
tion of terms.

The expression "the Company" means the Ocean Accident and Guarantee Company Limited as formed by amalgamation under this Act;

The expression "the Limited Companies" means the Assurance Company and the Guarantee Company;

The expression "the directors" means the directors for the time being of the Company.

PART II.—RELATING TO AMALGAMATION.

Amalgama-
tion of
Limited
Companies.

5. At and from the time of amalgamation the Limited Companies and the several persons who immediately before the time of amalgamation were members of the Limited Companies respectively shall be amalgamated and united and shall continue as one Company under the name (subject to any future alteration thereof) of the Ocean Accident and Guarantee Company Limited with the objects described in the memorandum of association set forth in Schedule A of this Act Provided that nothing in this section shall be construed to invalidate or affect anything done prior to the passing of this Act in pursuance of the memorandum and articles of association of the Limited Companies respectively.

Scheduling
memoran-
dum of
association
and pro-
viding as to
articles.

6. Except as herein otherwise provided the memorandum of association of the Company shall as from the time of amalgamation be the memorandum of association set forth in Schedule A of this Act and the said memorandum of association and the existing articles of association of the Assurance Company shall subject to the provisions of this Act and to any future amendment or alteration thereof respectively by special resolution be the memorandum and articles of association respectively of the Company.

Vesting of
property and
undertaking
of Limited
Companies
in Company.

7. Subject to the provisions of this part of this Act all property real and personal wheresoever situated and all bonds bills promissory notes dispositions mortgages covenants grants of annuity warrants of attorney conveyances debentures assignments leases policies agreements and other deeds and legal instruments and vouchers of or relating to property and all assurances judgments decrees orders diligences and writings of what kind or nature soever with the lands property moneys securities and other debts credits and effects which immediately before the time of amalgamation belonged to or are vested in or are receivable recoverable or enforceable by or in favour of the Limited Companies respectively or to in or by the directors or managers thereof or to in or by any trustees or other person or persons

on their behalf and the benefit of all contracts and engagements entered into by or on behalf of the Limited Companies or either of them and immediately before the time of amalgamation in force shall be and the same are hereby as from the time of amalgamation vested in and shall be receivable recoverable and enforceable by the Company to the same extent and for the same estate and interest as the same were previously to the time of amalgamation vested in the Limited Companies respectively or any trustees on their behalf and may according to the provisions of this part of this Act be held and enjoyed sued for and recovered dealt with and disposed of by the Company as they may think fit as fully as if the same had been acquired by made granted taken or executed in favour of the Company after the time of amalgamation and the same shall in future be held managed sold conveyed assigned leased re-leased discharged or otherwise disposed of by the Company without the necessity of any connecting or continuing title or separate investiture or writing or procedure other than this Act.

A.D. 1890.

8. Subject to the provisions of this part of this Act from and after the time of amalgamation the memoranda and articles of association of the Limited Companies respectively shall as to any prospective operation thereof be wholly void but nothing in this part of this Act contained shall release or discharge any person from any liability or obligation in respect of any breach of the provisions of the said memoranda and articles of association respectively incurred before the time of amalgamation but such liability or obligation in respect of any such breach shall continue and save as in this part of this Act otherwise provided may be enforced by or on behalf of the Company as nearly as may be in like manner as the same might have been enforced by or on behalf of the respective Limited Company if this Act had not been passed.

Memoranda and articles of association of the Assurance Company and of the Guarantee Company respectively to be void without prejudice to remedies for antecedent breaches thereof.

9. Except as is by this part of this Act otherwise provided everything before the time of amalgamation done or suffered by or with reference to the Limited Companies respectively or the members thereof as such shall be as valid as if the Limited Companies had not been amalgamated and united and the said memoranda and articles of association of the Limited Companies had not been avoided by this part of this Act and such avoidance and this part of this Act respectively shall accordingly be subject and without prejudice to everything so done or suffered and to all rights liabilities claims and demands both present and future which if the said memoranda and articles of association respectively were not avoided by this part of this Act and this Act were not passed would be incident to or consequent on any and everything so done or

Nothing to affect previous rights and liabilities.

A.D. 1890. — suffered and with respect to all such rights liabilities claims and demands the Company and its members and property shall to all intents and purposes represent the Limited Companies respectively and the members thereof as such and the property of the Limited Companies respectively (as the case may be) and the generality of this enactment shall not be restricted by any of the other clauses and provisions of this part of this Act.

Contracts prior to Act to be binding.

10. Except as is by this part of this Act otherwise provided all purchases sales conveyances grants assurances deeds contracts policies bonds guarantees securities indemnities obligations and agreements whatsoever entered into or made before the time of amalgamation by to or with the Limited Companies respectively or by to or with any other person to whose rights and liabilities they have succeeded and now in force shall be as binding and of as full force and effect in every respect against or in favour of the Company and may be enforced as fully and effectually as if the Company instead of the Limited Companies respectively or the trustees or persons acting on behalf of the Limited Companies respectively had been named therein and a party thereto.

Actions &c. not to abate.

11. Nothing in this part of this Act contained shall release discharge or suspend any action suit or other proceeding which at the time of amalgamation was pending by or against the Limited Companies respectively or any member thereof in relation to the affairs of the Limited Companies respectively or to which the Limited Companies respectively or any member thereof in relation to such affairs were parties immediately before the time of amalgamation but such action suit or other proceeding may be maintained prosecuted or continued by or in favour of or against the Company (as the case may be) in the same manner and as effectually and advantageously as the same might have been maintained prosecuted or continued by or in favour of or against the Limited Companies respectively or any member thereof if this Act had not been passed the Company and the members thereof being in reference to the matters aforesaid in all respects substituted for the Limited Companies respectively and their members respectively.

Saving for references and submissions.

12. No submission to arbitration of any matter in dispute between either of the Limited Companies and any other person under which any reference shall be pending and incomplete at the time of amalgamation and no award made before and remaining in force at that time shall be revoked or prejudicially affected by anything in this part of this Act contained but every such submission and award shall continue and be as valid and effectual for

or against the Company as it would have been for or against the Limited Companies respectively if this Act had not been passed. A.D. 1890.

13. Every trustee director or other person in whom or in whose name any rights property or effects belonging to either of the Limited Companies were vested immediately before the time of amalgamation or who (being authorised so to do) entered into any covenant contract or engagement in respect of the same or otherwise on behalf of such Limited Company shall be indemnified out of the funds and property of the Company against all liability (including costs charges and expenses) which he may sustain or incur or be put unto by reason of his having entered into such covenant contract or engagement. Trustees &c.
of Limited
Companies
to be
indemnified.

14. From and after the time of amalgamation and except as is by this Act otherwise expressly provided the Company shall in all respects be subject to and shall discharge all obligations and liabilities to which the Limited Companies respectively immediately before the time of amalgamation were subject and shall indemnify the members directors officers and servants of the Limited Companies respectively and their respective representatives from all such obligations and liabilities and from all expenses and costs in that behalf. Company
to satisfy
liabilities of
Limited
Companies.

15. All premiums interest fines and other sums of money which immediately before the time of amalgamation were due or accruing to the Limited Companies respectively shall be payable to and may be recovered by the Company in like manner as if they had become payable for the like assurance guarantee or other matter or engagement entered into by the Company under this part of this Act. Recovery of
moneys &c.

16. All persons who immediately before the time of amalgamation owed any money to the Limited Companies respectively or to any person on their behalf shall pay the same with all interest (if any) due or accruing upon the same to the Company and all debts and moneys which immediately before the time of amalgamation were due or recoverable from the Limited Companies respectively or for the payment of which the Limited Companies respectively were or but for this Act would be liable shall be paid with all interest (if any) due or accruing upon the same by or be recoverable from the Company. As to
payment of
debts owing
before the
time of
amalgama-
tion.

17. All officers and persons who at the time of amalgamation have in their possession or under their control any books documents papers or effects belonging to either of the Limited Companies or to which either of the Limited Companies would but for the Delivery of
books and
documents
to the
Company.

A.D. 1890. — amalgamation have been entitled shall account for and deliver the same to the Company or to such person or persons as the Company may appoint in the same manner and subject to the same consequences for refusal or neglect as though such officers and persons had been appointed by and become possessed of such books documents papers or other effects for the Company.

Officers
clerks and
servants to
become
servants of
the Com-
pany.

18. All officers clerks and servants who at the time of amalgamation shall be in the employment of the Limited Companies respectively shall continue as officers clerks or servants as the case may be of the Company with the same rights as nearly as may be and subject to the same obligations and incidents as nearly as may be in respect of such employment or service as they would have had or been subject to as the officers clerks and servants of the Limited Companies respectively and shall so continue unless and until they respectively die resign or are removed from such employment by the Company or until the terms of their employment are altered by or under the authority of the Company.

Books to be
evidence
for or
against the
Company.

19. All books and other documents whatever which would have been evidence in respect of any matter for or against the Limited Companies respectively shall be admitted as evidence for or against the Company in respect of the same or the like matter.

Certificates
&c. to
remain in
force.

20. Notwithstanding the amalgamation and the avoidance of the said memoranda and articles of association all certificates (until cancelled under the powers of this part of this Act) sales transfers and dispositions heretofore made or executed under them for and with respect to any shares in either of the Limited Companies shall remain in full force and continue to be available in all respects as if such memoranda and articles had not been avoided.

Present
register of
members to
be continued.

21. Subject to the provisions of this part of this Act the books kept by the Limited Companies respectively for entering the names and designations of the members thereof with the numbers of their shares and the proper distinguishing number of such shares shall subject to such alteration being made therein as the provisions of this part of this Act may render necessary and until some other register of the shareholders be provided by the Company continue to be kept for the same purpose by the Company and be taken and considered as the register of shareholders required by the Companies Act 1862 to be kept.

Capital of
the Com-
pany.

22. The capital of the Company shall be the united capitals of the Limited Companies namely three hundred thousand pounds

divided into sixty thousand shares of five pounds each Upon thirty-one thousand four hundred and sixty of the shares one pound shall be taken to have been called up and paid and eight hundred and fifty-four of the shares shall be taken to have been called up and paid in full and such last-mentioned shares are hereinafter referred to as the "paid-up shares."

A.D. 1890.

23. A sufficient number of the shares of the Company shall be appropriated to and vested in the several persons who immediately before the time of amalgamation were the registered holders of the A or deferred fully paid shares in the Assurance Company and who either before or within one month after the time of amalgamation shall in writing have agreed to accept the ordinary shares of the Company in exchange for such A or deferred fully paid shares and each such person shall be entitled to five of such shares of five pounds with one pound paid up on each share for every two A or deferred fully paid up shares of five pounds each held by such person in the capital of the Assurance Company and thirty-one thousand four hundred and sixty of the shares of the Company shall be appropriated to and vested in the several persons who immediately before the time of amalgamation were the registered holders of the B shares in the Assurance Company and of the shares in the Guarantee Company and each such person shall be entitled to one of such shares of five pounds with one pound paid thereon for every one share of five pounds with one pound paid thereon held by such person in the B capital of the Assurance Company or in the capital of the Guarantee Company A sufficient number of the eight hundred and fifty-four paid up shares shall be appropriated to and vested in such of the registered holders of the A or deferred fully paid shares in the Assurance Company as shall not have signified their intention nor have agreed as aforesaid The last mentioned A or deferred fully paid shares to be surrendered in exchange shall be so surrendered at the rate of and as of the value of two pounds five shillings per share and no more such price being the estimated actual value of the said A shares relatively to the remaining shares in both the Limited Companies.

Vesting of
capital in
present
shareholders
in Limited
Companies.

24. Any person entitled to one or more of the said eight hundred and fifty-four paid up shares in the Company may at any time agree with the directors to surrender to them such paid up share or shares and the directors may issue to him in lieu of or in exchange for the same such a number of the ordinary shares of the Company with the ordinary amount paid up thereon as shall be equivalent to the price agreed to be paid The said paid up share

Company
may agree
with holder
of fully paid
shares
for their
surrender.

A.D. 1890. shall thereupon merge in the general unissued share capital of the Company and shall thenceforth be treated as an unissued share.

Provision for gradual conversion of half-shares into ordinary shares.

25. Where any person would in consequence of the amalgamation become entitled to a fractional part of a share in the Company the directors may at any time require such person to transfer or surrender to them such fractional part of a share at the market price of the day or at the option of such person the directors shall be bound if the market value of such shares is above par to issue to him at the market price of the day such fractional share as will make his holding up to one share and no transfer shall be made in the books of the Company of a fractional part of a share.

Trusts and liabilities on shares of the Limited Companies to affect corresponding shares in Company.

26. All persons in whom the shares of the Company are by this part of this Act vested shall be possessed of such shares upon the like trusts and subject to the like powers provisions charges dispositions and liabilities as those upon and to which their corresponding shares of the respective capitals of the Limited Companies are at the time of amalgamation held or subject and every deed will or other instrument disposing of or affecting the corresponding shares of the respective capitals of the Limited Companies shall take effect with reference to the whole or a proportionate part as the case may be of the corresponding shares of the Company Executors and trustees for the purpose of the amalgamation may if they think fit release and surrender any A or deferred fully paid up shares in the Assurance Company for fully paid up shares in the Company pursuant to section 23 of this Act notwithstanding the nominal amount of their holding in such shares is less than the nominal amount of their holding in the said shares of the Assurance Company.

Provision for transfer of shares until certificates issued.

27. Notwithstanding anything in this part of this Act any proprietor of shares in either of the Limited Companies may until a certificate of shares in the Company corresponding to those shares is issued to him under this part of this Act transfer or transmit his shares in the Company in the same manner as nearly as may be as if this Act had not been passed and so far but so far only as may be necessary for giving effect to this provision the register and transfer books of the Limited Companies respectively shall continue to be kept and used as if this Act had not been passed.

Company shall call in and cancel existing share

28. The Company shall call in and cancel the existing certificates of A and B shares in the Assurance Company and of the shares in the Guarantee Company and issue in lieu thereof

certificates for shares under the provisions of this part of this Act but the holders of such existing certificates of A and B shares in the Assurance Company and of shares in the Guarantee Company respectively shall not be entitled to any certificates of proprietorship under this Act until they shall have delivered up to the Company to be cancelled the certificates of proprietorship issued to them before the time of amalgamation or shall have proved to the reasonable satisfaction of the Company the loss or destruction thereof.

A.D. 1890.

certificates
and issue
new certifi-
cates in lieu
thereof.

29. In the event of the Company being wound up while any liability claim demand debt or money which shall be due from either of the Limited Companies at the time of amalgamation shall remain unsatisfied then notwithstanding such amalgamation under the provisions of this Act every person who at the time of amalgamation is a present or past member of either of the Limited Companies shall be liable to contribute towards payment of the debts and liabilities of such Company remaining unsatisfied at the time of the winding up of the Company in the same manner and with the same qualifications as though such Limited Company had been wound up under the Companies Act 1862 by virtue of an order made on a petition presented at the time of amalgamation.

Remedies of
creditors of
the Limited
Companies
against
uncalled
capital of
those
Companies.

30. The register of members of each of the Limited Companies respectively showing the names of the persons entered on such register at the time of amalgamation shall be preserved by the Company safe unaltered and undefaced and shall be open to inspection in manner provided by the thirty-second section of the Companies Act 1862 and the penalties for refusing inspection or copies thereof prescribed by that section shall if and when incurred be paid by the Company.

Inspection of
register of
members of
the Limited
Companies.

31. From and after the time of amalgamation John Robert Boyson Richard Pryce Harrison C.S.I. Thomas Hewitt Clarence Smith Henry Solomon Arthur Kelly Thompson and Robert Dolphin Wood shall continue in office as the first directors of the Company the same being the persons who at or immediately before the passing of this Act were the directors of the Limited Companies.

First
directors of
the Com-
pany.

PART III.—RELATING TO ACCIDENT ASSURANCE.

32. In this part of this Act and in Schedule B to this Act the following expressions have the several meanings hereby assigned to them (that is to say):—

Interpre-
tation of
expressions
used in this
part of this
Act.

The expressions "ticket" and "insurance ticket" mean any instrument issued by a ticket distributor as hereinafter defined and

A.D. 1890.

marked stamped or identified with such dates marks and devices or means of identification as the Company may deem expedient for specifying in the terms of the policy set forth in Schedule B to this Act the particular risk or risks insured against and for limiting the operation of such insurance to the particular journeys voyages periods or class of accident for or in respect of which the ticket is issued ;

The expression "the person insured" means the bonâ fide holder as hereinafter defined of an insurance ticket ;

The expression "ticket distributor" means any clerk or other person authorised by the Company or by any company or person carrying on any railway tramway shipping or conveyance undertaking or business to issue by agreement with the Company insurance tickets on behalf of the Company.

Ticket issued by a ticket distributor to be execution of policy.

33. Subject to the provisions of this Act and of the policy set forth in Schedule B to this Act the issuing by a ticket distributor of an insurance ticket to any person on payment of the premium of insurance or other consideration demanded by the Company shall be held to be a valid and bonâ fide execution on the part of the Company of the policy or contract set out in Schedule B to this Act and no other act matter or thing shall be required to be done by the Company in order to legally bind them to the due performance thereof Provided that any special conditions may be added to and alterations made in the contract if clearly expressed on the ticket.

Table of premiums of insurance and other particulars to be exhibited.

34. A printed table of such premiums as are required by the Company in cases of insurances against accidents in travelling by railway tramway vessel or other public conveyance containing also the particulars to be given by the notice of death or injury hereinafter mentioned and a statement of the time within which and the place where such notice is to be delivered shall be displayed or posted in some conspicuous part of every railway tramway shipping or conveyance station or office or independent office of the Company at or from which any insurance ticket shall be issued by any ticket distributor.

Limiting insurance.

35. No person shall be entitled to hold or to recover from the Company on more than one insurance ticket in respect of the same risk nor to recover upon a ticket in an illegible condition.

Who are to be deemed bonâ fide holders.

36. Any person in the possession of an insurance ticket shall (unless the ticket be delivered to another person for safe custody by and on behalf of and with the signature thereon of the person

insured in which case such possession shall be deemed to be the possession of the person insured) be deemed unless the contrary is proved to be the bonâ fide holder of such ticket: A.D. 1890.

If an insurance ticket be found on the body of a person who has been killed in any accident covered by such insurance ticket such deceased person shall in the absence of any evidence to the contrary be deemed to have been the bonâ fide holder of such ticket at the time of his death.

37. Except as otherwise provided by this part of this Act no insurance ticket shall be transferable. Ticket not transferable.

38. Nothing in this part of this Act or in the policy set forth in Schedule B to this Act shall prevent the taking of one or more insurance tickets by one or more members of a party travelling together for and on behalf of other members of such party Provided that the name of the person insured be signed by such person upon the ticket or be written upon the ticket by the ticket distributor at the time of issue and the person whose name is so signed or written shall be deemed to be the bonâ fide holder of such ticket. Tickets may be taken by one person on behalf of other members of the same party.

39. If any person shall knowingly obtain for or transfer or pass any insurance ticket to any person who is injured or to the body of any person who is killed with the intent of defrauding the Company such person shall be liable to a penalty not exceeding twenty pounds and the ticket so obtained transferred or passed shall be void and of no effect against the Company. Transferring ticket to defraud Company.

40. In the event of death or personal injury occurring to any bonâ fide holder of any insurance ticket through accident covered by such ticket then within seven days after the accident in case of injury and within fourteen days in case of death if in the United Kingdom the Channel Islands or the Isle of Man or within a reasonable time after the accident if elsewhere notice in writing shall be given to the Company at their principal office in London of such injury and the nature thereof or of such death together with a statement of the Christian and surname occupation and address of the person insured and in case the notice and statement be not so given the person insured or his legal personal representatives shall have no claim on the Company in respect of the injury or death Notice of the effect of this enactment shall be printed on every insurance ticket: Notice of injury to be given by assured.

Provided that no action shall be brought upon an insurance ticket against the Company until after the expiration of the respective periods of thirty days mentioned in section 43 of this Act.

A.D. 1890.

Person injured to submit to examination of medical officer of Company.

41. In cases of personal injury other than death the person insured shall within a reasonable time after the occurring of such injury and at the requirement of the Company submit either at the office of the Company or at his option at the address given by him as aforesaid or at some other convenient place agreed upon between the Company and the person insured to be examined by a medical officer nominated by the Company and shall give all such information to the Company as they may reasonably require in order to ascertain the nature and extent of the injury and in case of refusal or neglect to comply with such requirement the person insured shall be disentitled to recover any compensation in respect of injury under the insurance ticket.

In cases of death Company may examine body.

42. In cases of death the Company may require the body of the person insured to be examined by a medical officer nominated by the Company at any time before the interment. The Company shall be entitled to appear by their representative and be heard at and take part in any inquest on such body or other inquiry into the cause of death.

Offer of compensation to be sent in by Company.

43. In all cases of claim in respect of death or personal injury the Company shall within thirty days after receiving notice of such claim or in case the Company have required further information in order to ascertain the nature and extent of the injury then within thirty days after they have received such further information offer to the person insured or his legal personal representatives such amount of compensation as to them shall seem just and reasonable regard being had to the terms of insurance. Such offer shall be made by sending by registered letter a notice thereof to the claimant at the address given as aforesaid and the notice shall state that if the claimant do not dissent from the offer of compensation so sent in as aforesaid by notice in writing left at or sent to the principal office of the Company in London within thirty days after such offer of compensation has been made then he shall be taken to have agreed to the same unless it shall be proved that during the said last mentioned period of thirty days the person injured was incapable of considering the adequacy of the compensation so offered in which case the said last mentioned period shall run from the time of recovery of capacity of the person injured and on payment to him by the Company of the sum so offered within ten days after the expiration of such respective periods as aforesaid he shall have no further claim against the Company in respect of such death or injury and he shall be bound by the notice accordingly.

44. Where the amount payable by the Company on the death of a person insured shall not exceed one hundred pounds in the event of probate or letters of administration not being obtained to the estate of the person insured within ninety days after the death payment may be made by the Company as follows:—

- (A.) To any person who has paid the funeral expenses of the person insured;
- (B.) To the creditors of the person insured;
- (C.) To the widow or widower of the person insured;
- (D.) To the persons entitled to the effects of the person insured according to the statute of distribution.

Any payment made by the Company under this section shall be a complete discharge to them against all claims made or to be made by any person whomsoever in respect of such insurance.

For the purposes of the last preceding section the notice by the Company making the offer therein referred to may be made to any one or more of the persons mentioned in this section and for the purposes of dissent to such offer the person or persons so served shall be regarded as the claimant within the meaning of the said last preceding section.

For the prevention of frauds on the revenue the provisions of section 10 of the Act 46 and 47 Victoria chapter 47 (the Provident Nominations and Small Intestacies Act 1883) shall apply.

45. If the claimant dissent from the offer of compensation made by the Company as aforesaid or if the Company fail so to offer compensation or if there be any question or difference as to the liability of the Company to make compensation or as to the amount or proportionate amount of the compensation to be made or if there be any other question relating to the Company's contract of assurance or the incidents or consequences thereof or any claim arising thereon the question or difference shall if either the Company or the claimant require it and as a condition precedent to the enforcing of any claim to which the question or difference relates be referred to arbitration under the provisions of the Arbitration Act 1889 Provided that if the accident has occurred in England and the amount of the claim for compensation exceeds the sum of fifty pounds and either the Company or the claimant requires it the arbitration shall be held in London but otherwise in some convenient place within the county court district in which the accident occurred Provided also that if the Company and the claimant so agree the registrar of the county court for the said district if willing to act may be appointed and may act as umpire or sole arbitrator in the matter.

A.D. 1890.

—
Payment of sum insured on death not exceeding £100 may be made without probate or administration.

If claimant dissent from Company's offer he is to give notice of arbitration.

A.D. 1890.

No one
under twelve
or over
seventy to
be insured by
ticket.

46. The Company shall not insure by ticket any person under the age of twelve years nor of or above the age of seventy years and every insurance ticket obtained by or on behalf of any such person shall be void.

PART IV.—GENERAL.

Amending
Ocean
Railway and
General
Travellers
Assurance
Company
Limited Act
1872.

47. The Ocean Railway and General Travellers Assurance Company Limited Act 1872 is hereby amended as follows (that is to say):—

From and after the time of amalgamation that Act shall be read and have effect as if the Ocean Accident and Guarantee Company Limited were named therein instead of the Ocean Railway and General Travellers Assurance Company Limited; Sections 2 to 6 both inclusive of that Act as amended by this Act shall apply to this part of this Act so far as relates to insuring railway and tramway passengers and passengers by vessel against accidents when travelling by railway tramway or vessel in the United Kingdom and so far as relates to insuring any person against loss of life or personal injury caused by any accident whatever as if the said sections respectively were re-enacted in and made applicable to this Act;

Section 2 of the said Act shall be read and have effect as if after the words "tramway journey" used therein the words "or journey by other public conveyance or voyage or passage by vessel" were inserted therein.

Expenses of
Act.

48. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The **SCHEDULES** referred to in the foregoing Act.

A.D. 1890.

SCHEDULE A.

*Being the Memorandum of Association of the Ocean Accident and
Guarantee Company Limited.*

The Companies Acts 1862 and 1867.

Company Limited by Shares.

**MEMORANDUM OF ASSOCIATION OF THE OCEAN ACCIDENT AND
GUARANTEE COMPANY LIMITED.**

1. The name of the Company is "The Ocean Accident and Guarantee Company Limited."
2. The registered office of the Company is situate in England.
3. The objects for which the Company is established are—
The granting either by themselves or through the agency or medium of any company or person in the United Kingdom or abroad of policies tickets or other instruments of insurance assurance guarantee and indemnification of any kind (excepting such policies of assurance upon the life or lives of any person or persons as are intended to be comprised in the Act of 33 and 34 Vict. cap. 61 which is commonly known as "The Life Assurance Companies Act 1870") and the doing of all such things as are or may be incident or conducive to the attainment of the above objects.
4. The liability of the members is limited.
5. The capital of the Company is 300,000*l.* divided into 60,000 shares of 5*l.* each.

SCHEDULE B.

THE OCEAN ACCIDENT AND GUARANTEE COMPANY LIMITED.

Empowered by the Ocean Accident and Guarantee Company Limited
Act 1890.

FORM OF POLICY.

Know all men by these presents that if any person above the age of twelve years and under the age of seventy years and not otherwise disqualified as hereinafter provided shall on payment of the premium of insurance or other consideration demanded by the Company duly obtain an insurance ticket from

A.D. 1890.

a ticket distributor as defined by the said Act the Company hereby agrees with that person in consideration of the payment of that premium or other consideration that the Company will in the following events pay such person his executors administrators or assigns within ninety days after satisfactory proof of the injury or death is furnished to the directors the whole sum expressed in the insurance ticket or such lesser sum as is hereinafter provided.

Risk I.—If the insurance ticket expresses that the same is against death for a particular journey or voyage and the person insured during the journey or voyage for which the insurance ticket is issued while travelling on any railway or tramway passenger carriage of the same class as the class designated by the ticket or in any vessel or other public conveyance of the same class and character as that designated by the ticket sustains any personal injury caused by an accident to the train or to the carriage tramcar vessel or public conveyance and dies from the effect of the injury within ninety days after the accident.

Risk II.—If the ticket expresses that the same is against death for a particular period and the person insured sustains during the period designated by the ticket and in the country in or for which the ticket was issued and upon land unless otherwise specified any personal injury caused by an accident and dies from the effect of the injury within ninety days after the accident.

Risk III.—If the ticket expresses that the same is against death by accident generally or by a particular class of accident and the person insured sustains some personal injury caused by accident generally or by the particular class of accident designated by the ticket and the person dies from the effect of the injury within ninety days after the accident.

Risk IV.—If the ticket expresses that the same is for compensation for injury on a particular journey or voyage and the person insured during the journey or voyage for which the ticket is issued while travelling on any railway or tramway passenger carriage of the same class as the class designated by the ticket or in any vessel or other public conveyance of the same class and character as that designated by the ticket sustains any personal injury caused by an accident to the train or to the carriage tramcar vessel or public conveyance and which is not fatal or is not fatal within ninety days after the accident then the Company will pay the person compensation as hereinafter provided.

Risk V.—If the ticket expresses that the same is for compensation for injury during a particular period and the person insured sustains during the period designated by the ticket and in the country in or for which the ticket was issued and upon land unless otherwise specified any personal injury caused by an accident which is not fatal or is not fatal within ninety days after the accident then the Company will pay the person compensation as hereinafter provided.

Risk VI.—If the ticket expresses that the same is for compensation for injury by accident generally or by a particular class of accident and the person insured sustains some personal injury caused by accident generally or by the particular class of accident designated by the ticket and which is not

fatal or is not fatal within ninety days after the accident then the Company will pay the person compensation as hereinafter provided. A.D. 1890.

Provided as to risks IV. V. and VI. that in case there is no question or difference as to the liability of the Company the compensation recoverable by the person insured shall be estimated on the following basis (that is to say) :—

(A.) If the person insured under Risks IV. V. or VI. is also insured in case of death for one thousand pounds or if the ticket expresses the high or first class rate of compensation in case of injury and the person insured is by reason of the accident totally disabled from attending to his or her occupation or business the compensation shall be at the rate of six pounds per week during the computed total disablement but if the person is only partially disabled then at the rate of one pound ten shillings per week during the computed partial disablement :

(B.) If the person insured under Risks IV. V. or VI. is also insured in case of death for five hundred pounds or if the ticket expresses the medium or second class rate of compensation in case of injury and the person insured is by reason of the accident totally disabled from attending to his or her occupation or business the compensation shall be at the rate of three pounds per week during the computed total disablement but if the person is only partially disabled then at the rate of fifteen shillings per week during the computed partial disablement :

(C.) If the person insured under Risks IV. V. or VI. is also insured in case of death for one hundred pounds or if the ticket expresses the ordinary or third class rate of compensation in case of injury and the person insured is by reason of the accident totally disabled from attending to his or her occupation or business the compensation shall be at the rate of twelve shillings per week during the computed total disablement but if the person is only partially disabled then at the rate of three shillings per week during the computed partial disablement :

The compensation under paragraphs (A) (B) and (C) shall be increased beyond the amounts in those paragraphs mentioned in proportion as the sums insured in case of death are increased beyond the amounts of one thousand pounds five hundred pounds and one hundred pounds :

(D) In case the insurance ticket is issued in respect of a journey by an excursion train and the person insured is by reason of the accident totally or partially disabled from attending to his or her occupation or business the compensation shall be at the rate of one-half the compensation payable in case of injury by an ordinary train :

(E) In every case of compensation the same shall be paid in one sum to be ascertained by computation of the probable period of disablement as shall be mutually agreed between the person insured and the Company or in case of no such agreement then by arbitration in the manner provided by the foregoing Act :

In no case whatsoever shall the Company be liable to pay compensation at any of the rates aforesaid for a period exceeding twenty-six weeks from the time of the accident.

In case the Company shall before the death of the person injured have paid any sum of money on account to him or her as and by way of compensation the sum of money so paid may in case of his or her death after the payment and within ninety days after the occurring of the injury be deducted by the Company from the sum of money payable in the event of death but this clause shall not

A.D. 1890. extend to or authorise any person insured to re-open or set aside any settlement made of a claim or a payment made in full of all demands and so accepted.

Provided as to any claim falling under two or more risks undertaken in combination that the events and conditions stated against every such risk must have happened or been complied with so far as applicable to render the Company liable.

As to all classes of risk the Company shall in no case be liable to pay to the person insured or to his or her executors or administrators any sum of money in respect of any injury caused by the negligence or wilful act of the person insured or to which such person has in any way contributed.

As to all classes of risk if in any claim for payment of money hereunder or in any statement or declaration made in support of the claim or in the information furnished to the Company in respect thereof there be any false or fraudulent representation mis-statement suppression or concealment then the insurance ticket in respect of which the claim is made and the Company's contract in respect thereof shall be void and all moneys paid by the Company in respect thereof may be recovered back again by the Company as money had and received to the use of the Company.

As to all classes of risk the Company shall in no case be bound to notice or be affected by express notice of any trust or equitable charge or lien imposed upon the insurance ticket or the contract in respect thereof but the receipt of the person insured or his or her legal personal representatives or in cases where the amount payable in case of death shall not exceed one hundred pounds the receipt of the persons respectively mentioned in section 44 of the foregoing Act shall be an effectual discharge of the Company.

All classes of risk are subject to the following conditions which are to be deemed to be of the essence of the contract :—

CONDITIONS OF ASSURANCE AS TO ALL RISKS.

1. The insured shall at the time of effecting this policy be above the age of 12 and under the age of 70 he shall never have had paralysis or a fit of any kind or been ruptured and he shall be free from any physical defect or infirmity which renders him peculiarly liable to accident such as imperfect vision or hearing nor shall there be any circumstance connected with his case which otherwise renders him peculiarly liable to accident.

2. No claim shall be made in respect of any death or injury from any accident unless the same shall be caused by some outward and visible means or in respect of death arising from disease although such death may have been accelerated by accident or from any accident occasioned while travelling in any railway carriage not provided for the conveyance of passengers except in the case of a person travelling in a horse-box in charge of a horse or horses.

3. No claim shall be made in respect of death or injury by suicide or attempted suicide or caused by the insured being in a state of intoxication or while under the influence of intoxicating liquors or drugs or insanity or by duelling fighting or other breach of the law on the part of the insured or by war or invasion foreign enemy civil commotion popular riot or by any military or usurped power or while committing a breach of any of the byelaws of a railway company or riding races or steeplechases or otherwise wilfully wantonly or negligently exposing himself to any unnecessary danger or arising from natural disease or illness or any surgical operation rendered necessary thereby.

[53 & 54 VICT.] *Ocean Accident and Guarantee* [Ch. ccxxix.]
Company, Limited, Act, 1890.

4. No sum payable under this policy shall carry interest and the Company shall cease to be liable for any such sum unless in cases of dispute proceedings to enforce payment be taken within one year after it has become due. A.D. 1890.

5. No person insured shall after an accident has happened assign any money payable in respect of compensation under Risks IV. V. and VI. until the amount thereof has been ascertained under the provisions of the preceding Act and this policy.

6. If any person insured shall be employed as an officer of the mail service guard engine driver stoker or other official whose duty it is to move from place to place in connection with any train car or vessel or as a shunter platelayer miner jockey balloonist acrobat diver or in any other similarly hazardous occupations such insurance shall be void.

7. In the event of any insurance ticket becoming void in consequence of non-compliance with any of its conditions all premiums paid in respect thereof shall be forfeited to the Company.

8. The provisions of Part III. (relating to accident assurance) of the Ocean Accident and Guarantee Company Limited Act 1890 apply to all assurances of the Company made by ticket and are in addition to and in the event of inconsistency in substitution for the provisions of this policy.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY FIGOTT, Esq., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
ADAM AND CHARLES BLACK, 6, NORTH BRIDGE, EDINBURGH; or
HODGES, FIGGIS, & Co., 104, GRAFTON STREET, DUBLIN.

