



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. cxxv..

An Act to amend the Railway Passengers Assurance Company's Act, 1852, and to confer additional Powers upon the said Company.

[23d June 1864.]

**W**HEREAS the Act of the Session of the Twelfth and Thirteenth Years of Her present Majesty, intituled *An Act to confer Powers on the Railway Passengers Assurance Company* was partly repealed by "The Railway Passengers Assurance Company's Act, 1852," (Fifteenth and Sixteenth of *Victoria*, Chapter One hundred,) whereby the Powers of the Railway Passengers Assurance Company (in this Act called "the Company") were amended: And whereas the Capital of the Company is One million Pounds, in Shares of Fifty Pounds each, the whole of which is held by registered Shareholders, and the Company have no Debenture Debt: And whereas the Business of the Company is largely increasing, and it is expedient that further Provision be made with respect to their Contracts of Insurance and otherwise: And whereas the Objects of this Act cannot be attained 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

12 & 13 Vict.  
c. xl.

15 & 16 Vict.  
c. c.

[*Local.*]

18 B

Commons;



*Railway Passengers Assurance Company's Act, 1864.*

Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Sects. 1, 2, 3,  
& 4 of  
12 & 13 Vict.  
c. xl. incor-  
porated.

1. Sections One to Four, both inclusive, of the first-recited Act relating to Stamp Duties apply to this Act, so far as relates to insuring Railway Passengers against Accidents when travelling by Railway, as if the same were re-enacted in this Act with special Reference thereto.

Sects. 5, 6,  
& 7 of  
15 & 16 Vict.  
c. c.

2. Sections Five to Seven, both inclusive, of the secondly-recited Act apply to this Act as if the same were re-enacted in this Act.

Power to  
Company or  
the Assured,  
&c. to refer  
to Arbitra-  
tion.

3. Any Question from Time to Time arising on any Contract of Insurance hereafter entered into by the Company, or hereafter at the Company's Option renewed by them, either by their Receipt of Premium thereon or otherwise, whether as to the Liability of the Company or as to the Amount or proportionate Amount of Compensation, or otherwise, shall, if either the Company or the Assured, or the Representatives of the Assured, require it, be referred to Arbitration under this Act.

Power to  
Company to  
insure Com-  
pensation,  
&c.

4. The Company may insure Compensation for Loss of Life or for personal Injury to Persons travelling by Railway (as well in the United Kingdom of *Great Britain* and *Ireland* as elsewhere), by reason of Accident to the Train by which the Persons be travelling, and also may insure Compensation to any Persons or their legal personal Representatives for Loss of Life or for personal Injury caused by any Accident whatever.

Tickets, &c.  
to be Con-  
tracts of  
Insurance  
under this  
Act.

5. Every Ticket of Insurance or other Instrument whereby, after the Commencement of this Act, the Company become bound to pay any Sum of Money by way of Compensation to any Person or his legal Representatives for or on account of any personal Injury to him caused by Accident generally, or caused by Accident to the Train, whether resulting in Death or otherwise, shall be deemed and taken to be a Contract of Insurance within the Meaning and for the Purposes of this Act ; and any such Contract may be in such Form and may be issued in such Manner as the Company from Time to Time determine, and may contain or be subject to such Conditions (not inconsistent with the Provisions of this Act) as are therein specified or referred to or are intended so to be within the Meaning of this Act.

Insurance  
Tickets to  
be Contracts  
as in Sche-  
dule to this  
Act.

6. In all Cases Tickets of Insurance for particular Journeys by Railway issued by the Company after the Commencement of this Act shall be held to be a valid Execution on the Part of the Company of the Contract set out in the Schedule to this Act annexed, notwithstanding the Ticket only refers to the recited Acts of 12 and

13 Vict.

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13 *Vict.* Cap. 40, and 15 and 16 *Vict.* Cap. 100, and no other Matter or Thing shall be required to be done by the Company in order to legally bind the Company to the due Performance thereof.

7. As regards Holders of Insurance Tickets issued by the Company under the Authority of this Act for particular Journeys by Railway, in the Event of Loss of Life or personal Injury (by reason of some Accident to the Train) happening to the *bonâ fide* Holder of the Ticket during the Journey in respect of which the Ticket was issued, the *bonâ fide* Holder or his legal Representative, or in case the *bonâ fide* Holder be a married Woman, then her Husband may, under the Provisions of this Act, recover on the Contract or Policy set out in the Schedule to this Act annexed as fully and effectually as if the Company had duly executed the Contract or Policy and delivered the same so executed to the *bonâ fide* Holder on the issuing of the Ticket; and the Company shall be taken to have fully and effectually contracted with and agreed to insure the *bonâ fide* Holder according to the Terms and true Intent of the Contract or Policy by the issuing of the Ticket, and no further or other Act on the Part of the Company shall be necessary to legally bind them to perform the same.

Recovery of  
Compen-  
sation on  
Tickets.

8. No Person shall be entitled to hold more than One Insurance Ticket for a particular Journey by Railway, and any Person in the Possession of One Insurance Ticket issued by the Company under the Authority of this Act for a particular Journey by Railway shall, in the Absence of any Evidence to the contrary, be deemed to be the *bonâ fide* Holder of the Ticket.

Holder of  
Ticket  
deemed *bonâ*  
*fide* holder.

9. No Insurance Ticket for a particular Journey by Railway issued by the Company under the Authority of this Act shall in any Case be transferable.

Tickets not  
transferable.

10. If any Person after the Commencement of this Act knowingly transfer or pass any Insurance Ticket issued by the Company to any Person who is injured, or to the Body of any Person who is killed, with the Intent of defrauding the Company, every Person so offending shall be deemed to have committed a Misdemeanor, and shall be liable to the Pains and Penalties thereof, and the Ticket so transferred or passed shall be utterly void and of no Effect against the Company.

Penalty for  
fraudulent  
Transfer of  
Ticket.

11. The Company shall, by Placards printed in large and legible Type, and posted at the several Places at which they from Time to Time issue Insurance Tickets, and so as to be easily read, give public Notice of the Provisions of this Act with respect to the taking by One Person of One Ticket only for a particular Journey,  
and

Public  
Notices to  
be given of  
Provisions  
of this Act.



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and with respect to the Periods limited for giving Notice to the Company of the Occurrence of any Injury or Death, and of the Provision that Disputes as to the Liability of the Company, or as to the Amount or proportionate Amount of Compensation or otherwise, shall, if either the Company or the Assured, or the Representatives of the Assured, require it, be referred to Arbitration under this Act; and shall also give Notice on every Ticket hereafter to be printed that the Ticket only covers Injuries caused by Accident to the Train by which the Assured travels; and the Company shall renew the Placards when and as from Time to Time they are defaced, damaged, or removed, or become illegible; and if and whenever the Company issue an Insurance Ticket at any Place at which the Provisions of this Section are, through their wilful Default, not complied with, they shall for every such Default forfeit Fifty Pounds to the Funds of the Infirmary of the County where the Default happens; or if there be no Infirmary of that County, then of such One of the adjoining Counties as the Parties by whom the Penalty is imposed shall determine; and if any Person wilfully deface, damage, or remove any such Placard, every Person so offending shall for every such Offence forfeit not exceeding Five Pounds to be paid to the Company.

Notice of  
Death to be  
given to  
Company.

**12.** After the Commencement of this Act, in the event of any personal Injury (whether within the Meaning of this Act or of "The Railway Passengers Assurance Company's Act, 1852,") occurring to any *bonâ fide* Holder of an Insurance Ticket during the Journey by Railway in respect of which the Ticket was issued, or to any Party insured against Injury by any other Accident, or in case of Death resulting from the Injury, then within Fourteen Days after the occurring of the Accident, or, as the Case may be, within a reasonable Time after the occurring of the Death, Notice in Writing shall be given to the Company at their Office in *London* of the Injury and the Nature thereof, or of the Death, together with a Statement of the Christian and Surname, Occupation and Address, of the Holder or Party injured, or who died; and in case the Notice and Statement be not so given, the Holder or Party, or legal Representative, shall be deemed to have no Claim on the Company in respect of the Injury or Death.

Notice of  
Injury not  
fatal to be  
given to  
Company,  
&c.

**13.** In Cases other than those of Death, the Holder or Party injured shall within Twenty-one Days after the occurring of the Injury, and at the Request of the Company, submit, either at the Office of the Company, or at his Option at the Address given by him, or at some other convenient Place agreed on between the Company and the Holder or Party, to be examined by the Medical Officer of the Company, and shall give all such Information to the Company as they reasonably



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reasonably require, in order to ascertain the Nature and Extent of the Injury.

14. In all Cases of Death in consequence of any Injury within the Meaning of this Act, the Company may cause the Body to be examined by their Medical Officer at any Time before the Interment thereof.

Examination of Body in case of Death.

15. In all Cases other than those of Death within Thirty Days after the Company have received the required Notice in Writing, 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 the further Information, they shall offer to the Holder or Party such Amount of Compensation as to them shall seem just and reasonable by leaving a Notice thereof at the Address so given; the Notice to state that if the Holder or Party do not dissent from the Offer of Compensation by a Notice in Writing under his Hand or under the Hand of his Agent lawfully authorized, and left at or sent to the Office of the Company in London within Three Months after the Offer of Compensation is so made, then he shall be taken to have agreed to the same, and on Payment to him by the Company of the Sum so offered within Four Calendar Months after leaving the Notice of Compensation he shall have no further Claim against the Company in respect of the Injury, and he shall be bound by the Notice accordingly.

Company to offer Compensation where Injury not fatal.

As to Dissent from or Acceptance of Offer of Compensation.

16. If the Holder or Party so dissent from the Offer of Compensation made by the Company, 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 to any Holder or Party, or his legal Representatives, 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 Insurance, or the Incidents or Consequences thereof, or any Claim arising thereon, the Question or Difference shall, if either the Company or the Holder or Party or his legal Representatives require it, and as a Condition precedent to the enforcing of any Claim to which the Question or Difference relates, be referred to Arbitration in manner following; (that is to say,)

Disputed Questions may be referred to Arbitration.

If the Question or Difference to be referred be solely as to the Amount of Compensation not exceeding Two hundred Pounds, and in all other Cases where both Parties concur in the Reference, it shall be referred to a single Arbitrator, to be mutually agreed upon by the Company and the Holder or Party or his legal Representatives, and failing any such mutual Agreement, to an impartial and competent Arbitrator to be appointed by a

[Local.]

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Master



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Master of any One of the Superior Courts at *Westminster*, who on being thereunto requested by the Parties to the Question or Difference, or either of them, shall make the Appointment.

And in all Cases where no single Arbitrator is appointed, either Party to the Question or Difference, on the Request of the other Party shall, by Writing, appoint an Arbitrator to whom the Question or Difference shall be referred :

And if for Fourteen Days after the Question or Difference has arisen, and after a Request in Writing is served by the one Party on the other Party to appoint an Arbitrator, the Party requested fail to appoint an Arbitrator, then the Party requesting, having himself appointed an Arbitrator, may appoint that Arbitrator to act on behalf of both Parties.

And the Arbitrator or Arbitrators so appointed may hear and determine the Question or Difference.

Proceedings where Arbitrator dies or neglects to act, &c.

**17.** If before the Matters so referred be determined any Arbitrator appointed by either Party die or become incapable, or refuse, or for Seven Days neglect to act as Arbitrator, the Party by whom that Arbitrator was appointed may appoint in Writing some other Person to act in his Place, and if for Seven Days after Notice in Writing from the other Party for that Purpose he fail to do so, the remaining or other Arbitrator may proceed *ex parte*; and every Arbitrator so substituted shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of his Death, Incapacity, Refusal, or Neglect.

Appointment of Arbitrator not revocable.

**18.** Where any Appointment of an Arbitrator is made, the Party making the Appointment shall have no Power to revoke the Appointment without the previous Consent in Writing of the other Party.

Arbitrators to appoint Umpire.

**19.** Where more than One Arbitrator is appointed, the Arbitrators shall, before they enter upon the Matters referred to them, appoint by Writing under their Hands an impartial and competent Person to be their Umpire, to decide on any Matters on which they fail to agree; and if the Umpire shall die or become incapable, or refuse or for Seven Days neglect to act, they shall forthwith, after his Death, Incapacity, Refusal, or Neglect, appoint another impartial and competent Person to be their Umpire in his Place.

As to Appointment of Umpire on Failure by Arbitrators.

**20.** If in either Case the Arbitrators for Seven Days after Request of either Party to the Arbitration neglect to appoint an Umpire, a Master of any One of the Superior Courts at *Westminster*, on the Application of the Parties to the Arbitration, shall appoint an impartial and competent Person to be the Umpire.

**21.** If

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**21.** If where more than One Arbitrator is appointed, and where neither of them dies, or becomes incapable, or refuses or neglects to act, they fail to make their Award within Twenty-one Days after the Day on which the last of the Arbitrators is appointed, or within such extended Time (if any) as is appointed for that Purpose by both the Arbitrators by Writing under their Hands, the Matters referred to and not determined by them shall be referred to and determined by the Umpire.

Reference to Umpire.

**22.** Before any Arbitrator or Umpire shall enter into the Consideration of any Matters referred to him, he shall, in the Presence of a Justice, make and subscribe the following Declaration; (that is to say,)

Declaration by Arbitrators and Umpire.

‘ I [A.B.] do solemnly and sincerely declare that I will faithfully and honestly, and to the best of my Skill and Ability, hear and determine the Matters referred to me under the Provisions of “The Railway Passengers Assurance Company’s Act, 1864.”

‘ [A.B.]

‘ Made and subscribed in the Presence of

‘ [C.D.] ’

And the Declaration shall be annexed to the Award when made; and if any Arbitrator or Umpire having made the Declaration wilfully act contrary thereto he shall be guilty of a Misdemeanor.

**23.** If where a single Arbitrator is appointed he dies, or becomes incapable, or refuses or neglects to act, before he makes his Award, the Matters referred to him shall be determined by Arbitration under the Provisions of this Act in the same Manner as if an Arbitrator had not been appointed.

Proceedings where single Arbitrator dies, &amp;c.

**24.** The Arbitrator or Arbitrators or Umpire may call for the Production of any Documents in the Possession or Power of either Party which they or he shall think necessary for determining the Question or Difference, and may examine the Parties or their Witnesses on Oath, and administer the Oath necessary for that Purpose.

Production of Documents, &amp;c.

**25.** Except where and as the Parties to the Reference otherwise agree, the Arbitrator and Arbitrators and Umpire respectively may proceed in the Business of the Arbitration in such Manner as they and he respectively shall think fit.

Procedure in Arbitration.

**26.** The Arbitrator and Arbitrators and Umpire respectively may proceed, in the Absence of either or both of the Parties to the Arbitration, in any Case in which, after giving Notice in that Behalf to

Procedure in Absence of Parties.

the



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the Parties respectively, the Arbitrator or Arbitrators or Umpire shall think fit so to proceed.

Several Awards may be made.

**27.** The Arbitrator and Arbitrators and Umpire respectively may, if they and he respectively think fit, make several Awards each on Parts of the Matters referred, instead of One Award on all the Matters referred; and every such Award on Part of the Matters referred shall be binding as to all the Matters to which it extends, and as if the Matters awarded on were all the Matters referred, and that notwithstanding the other Matters referred be not theretofore or thereafter awarded on.

Awards made in due Time to bind both Parties.

**28.** The Award of the Arbitrator or Arbitrators or Umpire, if made in Writing under their or his respective Hand or Hands, and ready to be delivered to the Parties to the Arbitration within Twenty-one Days after the Reference is made to them or him respectively, or within such extended Time (if any) as they or he respectively shall by Writing under their or his respective Hand or Hands appoint, shall be binding and conclusive on both Parties to the Arbitration.

Awards not avoided for Irregularity.

**29.** No Award made on any Arbitration under this Act shall be set aside for any Informality or Irregularity.

Authentication of Notices, &c.

**30.** Every Notice, Request, Consent, or other Writing for the Purpose of the Arbitration, if on the Part of the Company, shall be under the Hands of Two of the Directors; and if on the Part of the other Party to the Arbitration, shall be under the Hand of that Party, or his lawfully authorized Agent.

Costs of Arbitration.

**31.** The Costs of and attending every Arbitration shall be in the Discretion of the Arbitrator or Arbitrators or Umpire, but shall be subject to Taxation.

Submission to be made Rule of Court.

**32.** The Submission to any such Arbitration may be made a Rule of any of the Superior Courts, on the Application of either of the Parties.

Stay of Proceedings brought contrary to Act.

**33.** If any Holder or Party, or his legal Representatives, shall commence any Action at Law or Suit in Equity against the Company in respect of the Matters, or any of them, to be referred to Arbitration under the Provisions of this Act, the Court in which the Action or Suit is brought, or a Judge thereof, on Application by the Company, after Appearance and before Plea or Answer, upon being satisfied that no sufficient Reason exists why the Matters cannot be

or



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or ought not to be referred to Arbitration, and that the Company were at the Time of the bringing of the Action or Suit, and still are, ready and willing to concur in all Acts necessary and proper for causing the Matters to be decided by Arbitration, may make a Rule or Order staying all Proceedings in the Action or Suit, on such Terms as to Costs and otherwise as to the Court or Judge seem fit: Provided, that any such Rule or Order may at any Time afterwards be discharged or varied as Justice requires.

**34.** The Company shall not insure any Person under the Age of Twelve Years, and every Insurance Ticket obtained by or on behalf of any such Person shall be utterly void against the Company.

Company not to insure Children under Age of Twelve.

**35.** No Contract of the Company, nor any Compensation received or recoverable by virtue of any such Contract, either under this Act or otherwise, shall prejudice or affect any Right or Action, Claim or Demand, which any Person, or his Executors or Administrators, may have against any other Company or any Person, either at Common Law or by virtue of an Act passed in the Session of the Ninth and Tenth Years of Her present Majesty, intituled *An Act for compensating the Families of Persons killed by Accidents*, or of any other Act of Parliament, for the Injury, whether fatal or otherwise, in respect of which the Compensation is received or recoverable.

Compensation under Act not to affect any other Right to Compensation.

9 & 10 Vict. c. 93.

**36.** All Penalties under this Act may be recovered summarily before Two or more Justices, as to *England* in manner directed by an Act passed in the Session holden in the Eleventh and Twelfth Years of the Reign of Her Majesty Queen *Victoria*, Chapter Forty-three, intituled *An Act to facilitate the Performance of the Duties of Justices of the Peace out of Sessions within England and Wales with respect to Summary Convictions and Orders*, or any Act amending the same; as to *Ireland* in manner directed by the Act passed in the Session holden in the Fourteenth and Fifteenth Years of the Reign of Her Majesty Queen *Victoria*, Chapter Ninety-three, intituled *An Act to consolidate and amend the Acts regulating the Proceedings of Petty Sessions and the Duties of the Justices of the Peace out of Quarter Sessions in Ireland*, or any Act amending the same; and as to *Scotland* upon Summary Conviction, with Power for the Justices having Cognizance of the Case to sentence the Offender to Imprisonment for a Period not exceeding Three Months until the Penalty and the Expenses of Conviction are paid.

Recovery of Penalties.

11 & 12 Vict. c. 43.

14 & 15 Vict. c. 93.

**37.** All the Costs and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

Expenses of Act.



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Interpreta-  
tion of  
Terms.

**38.** In this Act the following Expressions have the following Meanings, unless excluded by the Subject or Context; (that is to say,)

The Expression "the Company" means the Railway Passengers Assurance Company :

The Expression "Accident to the Train" means and intends exclusively some Injury or Accident to the Railway Train or the Carriage in and by which the Person insured is travelling.

Short Title.

**39.** This Act may for all Purposes be cited as "Railway Passengers Assurance Company's Act, 1864."

Commence-  
ment of Act.

**40.** This Act shall commence on the First Day of *October* in the Year of our Lord One thousand eight hundred and sixty-four.



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*Railway Passengers Assurance Company's Act, 1864.*

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SCHEDULE referred to in the foregoing Act.  

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The Railway Passengers Assurance Company, empowered by an Act passed in the Session of Parliament holden in the Twelfth and Thirteenth Years of Her Majesty Queen Victoria, intituled "An Act to confer certain Powers on the Railway Passengers Assurance Company," and also by another Act passed in the Session of Parliament holden in the Fifteenth and Sixteenth Years of Her Majesty, intituled "An Act to confer additional Facilities for the Insurance of Railway Passengers and other Persons by the Railway Passengers Assurance Company," and also by another Act of Parliament passed in the Session of Parliament holden in the Twenty-seventh Year of Her Majesty, intituled "An Act to amend the Railway Passengers Assurance Companies Act, 1852, and to confer additional Powers upon the Company."

Know all Men by these Presents, That if any Person above the Age of Twelve Years about to travel by Railway shall on Payment of the Premium of Insurance demanded by the Company in respect thereof duly obtain any Insurance Ticket marked with the Marks of the Company (and a Ticket issued without those Marks shall not be deemed for the Purposes of these Presents to be a Ticket issued by them), the Company hereby agree, in consideration of the Payment of that Premium, with that Person as follows ; (that is to say,) If the Person shall during the particular Journey for which the Insurance Ticket is issued while travelling by Railway in any Railway Passenger Carriage of the same Class as the Class designated by the Insurance Ticket sustain any personal Injury whatever caused by an Accident to the Train or to the Carriage within the Meaning of the foregoing Act, and if the Person die from the Effect of the Injury within Three Calendar Months after the occurring of the Accident, then the Company will pay to the Executors or Administrators of the  
Person,



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Person, within Three Calendar Months after satisfactory Proof of the Death is furnished to the Directors of the Company, the whole Sum expressed in the Insurance Ticket; and if the Person sustain any personal Injury caused as aforesaid which shall not be fatal, then the Company will pay to the Person, after satisfactory Proof of the Injury is given to the Directors, such Sum as shall be deemed by the Company reasonable and proportionate Compensation for the Injury sustained.

Provided, that in case of a Claim for Compensation where the Accident is not fatal, and there is no Question or Difference as to the Liability of the Company, the recoverable and proportionate Compensation shall be estimated on the following Basis; (that is to say,) that if the Sum in case of Death be One thousand Pounds, and the Person insured shall by reason of the Accident be totally disabled from attending to his or her Occupation or Business, the proportionate Compensation shall be at the Rate of Six Pounds per Week during the total Disablement, but if only partially disabled then at the Rate of One Pound Ten Shillings per Week during the partial Disablement; that if the Sum insured in case of Death be Five hundred Pounds, and the Person insured shall by reason of the Accident be totally disabled from attending to his or her Occupation or Business, the proportionate Compensation shall be at the Rate of Three Pounds per Week during the total Disablement, but if only partially disabled then at the Rate of Fifteen Shillings per Week during the partial Disablement; that if the Sum insured in case of Death be Two hundred Pounds, and the Person insured shall by reason of the Accident be totally disabled from attending to his or her Occupation or Business, the proportionate Compensation shall be at the Rate of One Pound Five Shillings per Week during the total Disablement, but if only partially disabled then at the Rate of Six Shillings and Threepence per Week during the partial Disablement

Provided, that none of those Rates of proportionate Compensation shall apply in the Case of an Insurance Ticket issued for a Journey by an Excursion Train; and in case the Insurance Ticket be issued in respect of a Journey by an Excursion Train, and the Sum insured in case of Death be Five hundred Pounds, and the Person insured shall by reason of the Accident be totally disabled from attending to his or her Occupation or Business, the proportionate Compensation shall be at the Rate of Three Pounds per Week during the total Disablement, but if only partially disabled then at the Rate of Fifteen Shillings per Week during the partial Disablement; and that in case the Insurance Ticket be issued in respect of a Journey by an Excursion Train, and the Sum insured in case of Death be One hundred



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hundred Pounds, and the Person insured shall by reason of the Accident be totally disabled from attending to his or her Occupation or Business, the proportionate Compensation shall be at the Rate of Twenty Shillings per Week during the total Disablement, but if only partially disabled, then at the Rate of Five Shillings per Week during the partial Disablement.

Provided, that in every Case of proportionate 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.

Provided, that in no Case whatsoever shall the Company be liable to pay proportionate Compensation at either of the Rates aforesaid for a Period exceeding Twenty-six Weeks from the Time of the Accident.

Provided, that in case the Company shall before the Death of the Person injured have paid any Sum of Money to him or her as and by way of proportionate Compensation for the Injury, the Sum of Money so paid may, in case of his or her Death after the Payment and within Three Months after the occurring of the Injury, be deducted by the Company from the Sum of Money hereby otherwise agreed to be paid by them in the event of the Death.

Provided, that the Company shall in no Case be liable to pay to the Holder of any Insurance Ticket, or to his Executors or Administrators, any Sum of Money in respect of any Injury caused by the Negligence or wilful Act of the Holder.

Provided, that 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, Misstatement, 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 absolutely void, and all Monies 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.

Provided, that the Company shall in no Case be bound to notice or be affected by express Notice of any Trust or equitable Charge or

[Local.]

18 E

Lien

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Lien imposed upon the Insurance Ticket or the Contract in respect thereof, but the Receipt of the legal Representative of the Assured shall be an effectual Discharge to the Company.

In witness, &c.

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