ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. c.

An Act to confer additional Facilities for the Insurance of Railway Passengers and other Persons by "The Railway Passengers Assurance Company." [17th *June* 1852.]

WHEREAS an Act was passed in the Session of Parliament holden in the Twelfth and Thirteenth Years of the Reign of Her present Majesty, intituled *An Act to confer certain Powers on the Railway Passengers Assurance Company:* And whereas it would be attended with Advantage if additional Facilities were afforded for the Insurance by the Company of Railway Passengers for particular Journeys, or for definite Periods of Time, or for Life, in such Sums as may be agreed upon, and also if Powers were granted to the Company for the Insurance of Persons against bodily Injury or Death caused by Accident generally: And whereas it is expedient that the said recited Act, except the Clauses herein-after excepted, should be repealed, and that further and more effectual Powers should be granted in lieu thereof; but the Purposes aforesaid cannot be effected without the Aid and Authority of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,

12 & 13 Vict. c. 40.

mons, in this present Parliament assembled, and by the Authority of the same,

Recited Act 12 & 13 Vict. c. 40. repealed, except Clauses I., II., III., and IV.

I. That from and after the passing of this Act the said recited Act of the Twelfth and Thirteenth Years of Her present Majesty, except the Clauses numbered I., II., III., and IV. in the Queen's Printer's Copies thereof, relating to Stamp Duties, shall be repealed, and that this Act shall thereafter be put into execution in the Stead thereof: Provided always, that all Monies due to, and all Property and Choses in Action vested in, the Directors of the Company under the said recited Act shall, immediately on the Commencement of this Act, be vested in the Directors of the Company; and such last-mentioned Directors may sue for and recover the same, and shall be liable to all Debts and Engagements as and in the same Manner they would have been if the said recited Act had not been hereby, except as aforesaid, repealed; and that no Action, Suit, or other Proceeding whatsoever commenced or carried on either by or against the said Company previously to the passing of this Act shall abate or be discontinued or prejudicially affected by this Act, but, on the contrary, the same shall continue and take effect, both in favour of and against the Company, in the same Manner in all respects as the same would have continued and taken effect if this Act had not passed.

Clauses I., II., III., and IV. of 12 & 13 Vict. c. 40. incorporated with this Act.

II. That the several Clauses in the said recited Act contained from I. to IV., both inclusive, as the same are numbered in the Queen's Printer's Copies thereof, relating to Stamp Duties, shall apply to this Act, so far as relates to the insuring Railway Passengers against Accidents when travelling by Railway, as if the same had been repealed and re-enacted in this Act with special Reference thereto.

Power for Company to insure against Accidents by Railway, &c.

III. That it shall be lawful for the Railway Passengers Assurance Company to insure Compensation for Loss of Life, or for personal Injury to Persons travelling by Railway, whether arising from Accident or Negligence; and that, in addition to such Power, it shall be lawful for the Company to insure Compensation to any Person or his legal personal Representatives, for or on account of any Injury caused by any Accident whatever, other than Accidents occurring to Persons travelling by Railway.

Every Contract, Ticket, &c., issued by the Company, to be deemed a Contract of Insurance.

IV. That every Contract, Ticket, or other Instrument whereby the Company shall 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 Injury caused by Accident generally, whether resulting in Death or otherwise, which may be sustained by such Person, 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 may determine, and may contain such Conditions, not inconsistent with the Provisions of this Act, as may be specified therein: Provided nevertheless, that in all Cases Contracts or Tickets of Insurance for particular Journeys by Railway issued under the Authority 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, and that 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.

Company may make Contracts with Railway Companies as to their Clerks; and Clerks of Railway Companies to be considered Agents of the Company.

V. That, as regards the issuing of Tickets of Insurance for particular Journeys by Railway, it shall be lawful for the Company and any Railway Company from Time to Time to enter into any Contracts as to the marking the Tickets, which are now or may hereafter be used and issued by such Railway Company for the Purposes of their own Traffic, with such Marks and Devices as the Company may deem expedient for limiting the Operation of such Tickets to the particular Journeys for or in respect of which they shall have been issued, or as to the issuing and marking with the said Marks any Tickets which may be furnished to such Railway Company by the Company for the Purpose of being so marked and issued as aforesaid, and as to the collecting and receiving the Premiums of Insurance to be charged by the Company at the several Stations or Offices of such Railway Company, either by the Clerks of the Company or by the Clerks of such Railway Company duly appointed for that Purpose for and on behalf of the Company or otherwise, and as to such other Objects in connexion with the Business of the Company as may by the Company be deemed necessary, and may be agreed upon between the Parties to such Contracts; and in all Cases in which, by virtue of any such Contracts, the Objects of this Act are or are intended to be effected and carried out by the Means and through the Co-operation of any Railway Company, such Railway Company, and their Officers duly appointed for that Purpose in pursuance of any such Contract, shall, for the Purpose of binding the Company, be considered to be the Agents of the Company.

Company not agreeing with Railway Company, may issue Tickets from any Office of their own.

VI. That as regards the issuing of Tickets of Insurance for particular Journeys by Railway, in case it shall not be deemed desirable by the Company, or in case they shall not be able to complete any Contract with any Railway Company by reason of any Dissent on the Part of such Railway Company or otherwise, it shall be lawful for the Company to institute and carry on, at such Place as shall be deemed expedient by the Company, any Office for the issuing and marking or stamping, on Payment of the several Premiums of Insurance which may from Time to Time be demanded by the Company to Persons

about

about to travel by Railway, any Insurance Ticket marked as aforesaid as the Company may deem expedient; and every Insurance Ticket so marked and issued as aforesaid at any Office of the Company shall be good and sufficient Evidence of the Payment, by the *bonâ fide* Holder thereof, of the Premium of Insurance demanded by the Company: Provided always, that no such Office shall be instituted or carried on at any Place upon or within the Premises of any Railway Company, without the previous Consent of such Railway Company thereto being first duly had and obtained.

Directors may fix Premiums of Insurance, and vary the same.

VII. That it shall be lawful for the Company in their Discretion to fix the several Amounts to be insured, and the Premiums of Insurance which shall from Time to Time be demanded by the Company, and from Time to Time to vary the same as they may deem expedient: Provided always, that a printed Table of such Premiums as are required in Cases of Insurances against Accidents in travelling by Railways shall contain the Particulars to be given by the Notice of Injury herein-after mentioned, and a Statement of the Time within which and the Place where such Notice is to be delivered, and shall be stuck up or posted in some conspicuous Part of every Railway Station or independent Office of the Company at or from which any Insurance Ticket shall be issued by the Authority of the Company.

Holders of marked Tickets may recover from Company in case of Injury or Death.

VIII. That as regards Holders of Insurance Tickets for particular Journeys by Railway in the event of personal Injury or Death, whether arising from Accident or Negligence, happening to the *bonâ fide* Holder of any Insurance Ticket issued by the Company during the Journey in respect of which such Ticket shall have been issued, such *bonâ fide* Holder, or his legal Representative, or in case such *bonâ fide* Holder shall be a married Woman then her Husband, may recover on the said Contract or Policy set out in the said Schedule in an Action at Law, as fully and effectually as if the Company had duly and effectually and regularly executed the said Contract or Policy, and delivered the same, so executed, to such *bonâ fide* Holder on the marking and issuing of the said Insurance Ticket, and the Company shall be taken to have fully and effectually contracted with and agreed to insure such *bonâ fide* Holder, according to the Terms and the true Intent and Meaning of the said Contract or Policy by the marking and issuing of the said Ticket, and no further or other Act on the Part of the Company shall be necessary to legally bind them to perform the same: Provided always, that no Action shall be brought thereon against the Company until after the Expiration of One Month after Notice thereof.

Who are to be deemed bonâ fide Holders.

IX. That any Person in the Possession of such Insurance Ticket shall, in the Absence of any Evidence to the contrary, be deemed to be the *bonâ fide* Holder of such Ticket.

X. That

X. That no Insurance Ticket or Contract of Insurance issued or entered into by the Company shall in any Case be transferable. Ticket not to be transferable.

XI. That if any Person shall knowingly transfer or pass any Ticket marked as aforesaid to any Person who may have been injured, or to the Body of any Person who may have been killed, with the Intent of defrauding the Company, such Person shall be deemed and taken to have committed a Misdemeanor, and shall be liable to the Pains and Penalties thereof, and such Ticket so transferred as aforesaid shall be utterly void and of no effect against the Company. Transferring Ticket to defraud Company treated as a Misdemeanor.

XII. That in the event of any personal Injury, within the Meaning of this Act, occurring to any *bonâ fide* Holder of an Insurance Ticket during the Journey by Railway insured, or to any Party insured against Injury by any other Accident, such Holder or Party, or in case of Death resulting from such Injury, then the legal Representative of such Holder or Party, shall, within Fourteen Days after the occurring of such Accident or Death, give or cause to be given a Notice in Writing to the Company at their Office in *London*, of such Injury and the Nature thereof, or of such Death, together with a Statement of the Christian and Surname and of the Occupation and Address of the Party injured or who may have died, and in case such Notice and Statement shall not have been given as aforesaid, such Holder or Party or legal Representative shall be deemed to have no Claim on the Company in respect of such Injury or Death. Notice of Injury to be given by assured.

XIII. That in Cases other than those of Death such Holder or Party so injured as aforesaid shall, within Fourteen Days after the occurring of the said Injury and at the Request of the Company, submit either at the Office of the said Company or at the Address given by him as aforesaid, at the Option of such Holder or Party, or at some other convenient Place to be agreed upon between the Company and the Holder or Party injured, to be examined by the Medical Officer of the Company, and shall give all such Information to the Company as the Company may reasonably require in order to ascertain the Nature and Extent of the said Injury. Persons injured to submit to Examination of Medical Officer of Company.

XIV. That 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 previous to the Day of the Interment thereof. In case of Death, Company may examine Body.

XV. That in all Cases other than those of Death, within Thirty Days after the Company shall have received such Notice in Writing as aforesaid, the Company shall offer such Amount of Compensation as to the Company shall seem just and reasonable, in proportion to the Offer of Compensation to be sent in by Company Thirty Days after Examination.

the Extent of the Injury, and to the Sum payable in case of Death; regard being had to the particular Premium of Insurance which shall have been paid by such Holder or Party, by leaving a Notice thereof at the Address given by him as aforesaid.

Claimant not dissenting in Fourteen Days to be considered to have agreed to Compensation.

XVI. That if such Holder or Party do not dissent from the said Offer of Compensation so sent in as aforesaid by a Notice 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 Fourteen Days after such Offer of Compensation has been made as aforesaid, or shall not have required a further Extension of Time for the further Consideration of such Offer of Compensation in the Manner after mentioned, then he shall be taken to have agreed to the same; and on Payment to him by the Company of the Sums so offered within One Calendar Month after the leaving such Notice of Compensation as aforesaid, he shall have no further Claim against the Company in respect of such Injury.

Claimant may demand an Extension of Time.

XVII. Provided always, that if such Holder or Party shall desire an Extension of Time for the further Consideration of such Offer of Compensation, he shall intimate such Desire within the Twenty-one Days after such Offer of Compensation shall have been made as aforesaid, by Notice under his Hand, or under the Hand of his Agent lawfully authorized, and left at or sent to the said Office of the Company; and such Notice shall state the Date to which the said Time is desired to be extended: Provided always, that such Holder or Party may from Time to Time during the Illness occasioned by such Injury, but only by a similar Notice left or sent as aforesaid, within the Time limitcd in any former Notice, require such further Extension of Time for the Consideration of the Offer of Compensation made by the Company as to him shall seem proper; and such Holder or Party shall not be deemed to have agreed to the First Offer of Compensation made by the Company before the Expiry of the Time limited in the last Notice left as aforesaid.

If Extension of Time desired, Company may amend Offer of Compensation.

XVIII. That if any such Extension of Time for further Consideration of such Offer shall have been desired and intimated as aforesaid, the Company may from Time to Time and at any Time within Ten Days before the Expiry of the Time limited in the said Notice, left or sent by such Holder or Party, make any amended Offer of Compensation to such Holder or Party which to the Company may seem reasonable and proper, and any such amended Offer shall operate as a Withdrawal of the First Offer of Compensation or previous Offer of amended Compensation, as the Case may be; and any such amended Offer shall be made by leaving or sending a Notice thereof at or to the Address given by such Holder or Party as aforesaid: Provided always,

always, that although some Portion of the Time required for the further Consideration of such First Offer or amended Offer may remain unexpired, such Holder or Party may, by a Notice under his Hand or under the Hand of his Agent lawfully authorized, and left at or sent to the said Office of the Company, intimate his Willingness to accept such First Offer of Compensation, if no amended Offer has been made, and if an amended Offer has been made then of the last made amended Offer, and the same shall be binding on such Holder or Party and the Company.

Claimant not dissenting before Time limited in Notice for further Consideration, to be deemed to have agreed.

XIX. That if before the Expiry of the Time limited in any Notice for further Consideration such Holder or Party do not, by a Notice under his Hand, or under the Hand of his Agent lawfully authorized, and left at or sent to the said Office of the Company, dissent from the First Offer of Compensation made by the Company, or where any amended Offer of Compensation has been made, do not before the Expiry of the same Time dissent in a similar Manner from the last amended Offer of Compensation made by the Company, such Holder or Party shall be deemed to have agreed to accept such First Offer of Compensation or such last amended Offer of Compensation, as the Case may be; and on Payment to him by the Company of the Amount of such First Offer of Compensation where no amended Offer of Compensation has been made, and where an amended Offer of Compensation has been made on Payment of the Amount of such last-mentioned Offer of Compensation within One Calendar Month after the Expiry of the Time limited in the Notice for further Consideration, such Holder or Party shall have no further Claim against the Company in respect of such Injury.

If assured dissent from Company's Offer, he is to give Notice of Arbitration.

XX. That if such Holder or Party shall have dissented in the Manner herein directed from the Offer of Compensation made by the Company as aforesaid, or in case the Company shall have omitted or refused to offer Compensation as aforesaid, and such Holder or Party shall be desirous of having his Claim and the Amount of such Compensation settled by Arbitration, such Holder or Party shall, unless both Parties shall concur in the Appointment of a single Arbitrator, within Twenty-one Days after the Delivery of the said Offer where no Extension of Time for the Consideration of such Offer shall have been required, and where such Extension of Time shall have been required, then before the Expiry of such extended Time, nominate and appoint an Arbitrator to act on his Behalf, such Appointment to be signed by such Holder or Party, or by his Agent lawfully authorized, and shall give Notice to the Company that he is desirous that his Claim and the Amount of such Compensation shall be settled by Arbitration, which Notice shall contain the Name of the Person appointed by him to act as Arbitrator on his Behalf, and the Address

to

to which all Notices in respect of such Arbitration shall be sent, and shall be signed by him or his Agent, and left at or sent to the Office of the Company within Twenty-one Days after the Delivery of such Offer of Compensation, or before the Expiry of such extended Time, as the Case may be.

Company to appoint Arbitrator within Seven Days after Notice of Arbitration.

XXI. That within Seven Days after such Notice of Arbitration shall have been so left as aforesaid, the Company shall (in case it be not otherwise agreed between the Parties) appoint, by Writing, an Arbitrator on the Part of the Company, such Appointment to be signed by any Two of the Directors of the Company; and shall also, within such Time last aforesaid, give Notice thereof to such Holder or Party, which Notice shall contain the Name and Address of the Person so appointed by the said Directors, and shall be left at the Address mentioned in the Notice of Arbitration.

If Company fail to appoint an Arbitrator, the One named by the other Party may determine the Matter.

XXII. That if the Company shall fail, within Seven Days after such Notice of Arbitration shall have been left as aforesaid, to appoint an Arbitrator to act on the Part of the Company, then, upon such Failure, such Holder or Party may appoint the Arbitrator nominated by him as aforesaid to act for both Parties; and the Arbitrator so nominated may determine the Amount of such Claim and Compensation, and in such Case the Award or Determination of such single Arbitrator shall be final.

Arbitration not to be revoked, and to be deemed a Submission.

XXIII. That after any Appointment of an Arbitrator, or after any Agreement to refer to a single Arbitrator shall have been made, neither Party shall have Power to revoke the same without the Consent of the other, nor shall the Death of any such Holder or Party making or concurring in any such Appointment operate as a Revocation of the Powers conferred on any Arbitrator for the Purposes of this Act; and the giving of any Notice of Arbitration containing the Particulars, and signed as aforesaid, or the concurring in the Appointment of a single Arbitrator, shall be deemed a Submission to Arbitration by such Holder or Party, who shall in such Case have no other Claim against the Company than the Amount which shall be declared in and by the Award or Determination in such Submission; and 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.

Vacancy of Arbitrator to be supplied.

XXIV. That if before the Matters so referred shall be determined, any Arbitrator appointed by either Party die or become incapable to act, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place; and if for the Space of Seven Days after Notice in Writing from the other Party

Party for that Purpose he fail to do so, the remaining or other Arbitrator may proceed *ex parte*, and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of such his Death or Incapacity as aforesaid.

Appointment of Umpire.

XXV. That where more than One Arbitrator shall have been appointed, such Arbitrators shall, before they enter upon the Matters referred to them, nominate and appoint by Writing under their Hands an Umpire to decide on any such Matters in which they shall differ, or which shall be referred to him under this Act; and if such Umpire shall die or become incapable to act, they shall forthwith, after such Death or Incapacity, appoint another Umpire in his Place, and the Decision of every such Umpire in the Matters so referred to him shall be final.

Associate of the Chief Justice of Queen's Bench to appoint an Umpire if Arbitrators Neglect.

XXVI. That if, in either of the Cases aforesaid, the said Arbitrators shall refuse, or shall for Seven Days after Request of either Party to such Arbitration, neglect to appoint an Umpire, the Associate of the Chief Justice of the Court of Queen's Bench at *Westminster* shall, on the Application of either Party to such Arbitration, appoint an Umpire, and the Decision of such Umpire in the Matters in which the Arbitrators shall differ or which shall be referred to him under this Act shall be final.

In case of Death of single Arbitrator, the Matter to begin de novo.

XXVII. That if, where a single Arbitrator shall have been appointed, such Arbitrator shall die or become incapable to act before he shall have made his Award, the Matters referred to him shall be determined by Arbitration under the Provisions of this Act, in the same Manner as if such Arbitrator had not been appointed.

If either Arbitrator refuse to act, the other to proceed ex parte.

XXVIII. That if, where more than One Arbitrator shall have been appointed, either of the Arbitrators refuse or for Seven Days neglect to act, the other Arbitrator may proceed *ex parte*, and the Decision of such other Arbitrator shall be as effectual as if he had been the single Arbitrator appointed by both Parties.

If Arbitrators fail to make their Award within 21 Days, the Matter to go to the Umpire.

XXIX. That if, where more than One Arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such Arbitrators shall fail to make their Award within Twenty-one Days after the Day on which the last of such Arbitrators shall have been appointed, or within such extended Time (if any) as shall have been appointed for that Purpose by both such Arbitrators under their Hands, the Matters referred to them shall be determined by the Umpire to be appointed as aforesaid.

Power for Arbitrators to call for Books.

XXX. That the said Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party, which they or he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

Arbitrator and Umpire to make a Declaration.

XXXI. That 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,)

'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 [*here recite the Title of this Act*]. *A.B.*

'Made and subscribed in the Presence of .'

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

The Award not to be set aside for Error in Form.

XXXII. That no Award made with respect to any Question referred to Arbitration under the Provisions of this Act shall be set aside for Irregularity or Error in Matter of Form.

Costs of Arbitration how to be borne.

XXXIII. That all the Costs of any such Arbitration and incident thereto, to be settled by the Arbitrators, shall be borne by the Company, unless the Arbitrator shall award the same or a less Sum than shall have been offered by the Company, in which Case such Costs shall be in the Discretion of the Arbitrator.

No One to be insured under Twelve.

XXXIV. That it shall not be lawful for the Company to insure any Person under the Age of Twelve Years, and that every Insurance Ticket obtained by or on behalf of any such Person shall be utterly void against the Company.

No Contract or Money received or recoverable under this Act to prejudice the Rights of any Person under 9 & 10 Vict. c. 93.

XXXV. That no Contract of the Company, or any Compensation received or recoverable by virtue of such Contract, either under this Act or otherwise, shall be held to prejudice or affect any Right of 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 Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for compensating the Families of Persons killed by Accidents*, or any other Act of Parliament, for the Injury, whether fatal or otherwise, in respect of which such Compensation shall have been received or be recoverable.

XXXVI. That

XXXVI. That all the Costs and Expenses attending the applying for, obtaining, and passing this Act shall be paid by the Company. Expenses of Act.

XXXVII. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) Interpretation of Terms.

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Expression "the Company" shall mean "The Railway Passengers Assurance Company."

XXXVIII. That in citing this Act in any other Act of Parliament, or in any legal Deed, Instrument, or Proceeding, or in any Parliamentary or other Notice, it shall be sufficient to use the Expression "The Railway Passengers Assurance Company's Act, 1852." Short Title

SCHEDULE referred to in the foregoing Act.

The Railway Passengers Assurance Company.

Empowered by an Act passed in the Twelfth and Thirteenth Years of the Reign of Her Majesty Queen Victoria, intituled "An Act to "confer certain Powers on the Railway Passengers Assurance "Company," and also by a certain other Act made and passed in the Fifteenth and Sixteenth Years of the Reign of Her said Majesty, intituled "An Act to confer additional Facilities for the "Insurance of the Railway Passengers and other Persons by "'The Railway Passengers Assurance 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 said Company in respect thereof, duly obtain any Insurance Ticket marked with the Marks of the said Company, the said Company hereby agrees in consideration of the Payment of such Premium as aforesaid, with such Person, as follows; (that is to say,) if such Person shall, during the particular Journey for which such Insurance Ticket shall have been issued, while travelling by Railway sustain any personal Injury whatever, caused by Railway Accident, then the said Company shall pay

to

to such Person, on Proof of such Injury, such Sum, not exceeding the Amount declared to be insured by such Insurance Ticket, as shall, with reference to and in proportion to the whole Sum insured and made payable as herein-after mentioned, in case of Death, be deemed a reasonable Compensation for such Injury sustained by such Person, such Compensation to be ascertained and paid in the Manner provided by this Act; and if such Person shall die from the Effect of such Injury within Three Months after the occurring of the same, then the Company shall pay to the Executors or Administrators of such Person, on Proof of such Death, the whole Sum expressed in such Insurance Ticket: Provided always, that in case the said Company shall before the Death of such Person so injured as aforesaid have paid any Sum of Money to such Person so injured as aforesaid, as and by way of Compensation for such Injury, such Sum of Money so paid as aforesaid may, on the Death of such Person so injured as aforesaid, after such Payment or Payments, and within Three Months after the occurring of the said Injury, be deducted by the said Company from the Sum of Money hereby otherwise agreed to be paid by them in the event of such Death as aforesaid; and provided always, that the said 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 such Holder. In witness, &c.

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