# THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION LTD.

*HAMILTON HOUSE, VICTORIA EMBANKMENT, LONDON, E.C. 4.*

**CAPITAL £1,439,090 fully subscribed.**

AE SIX PENCE

## Employers' Indemnity Policy.

Workmen's Compensation Act, 1925; Workmen's Compensation Act, 1906, as amended by the Workmen's Compensation (Northern Ireland) Act, 1923; Employers' Liability Act, 1880; Fatal Accidents Act, 1846; Common Law.

*District Manager:*—A. H. DILLEY, 145, North Street, Brighton.

IN CORRESPONDENCE PLEASE QUOTE THIS NUMBER.

**Policy No.** N 73861

*Date of Expiry* 27th November 19~~2~~30

ESTIMATED AMOUNT OF WAGES, SALARIES AND OTHER EARNINGS ... £ 20 : 10 : -

PREMIUM ON ABOVE £ - : 10 : 9

MINIMUM PREMIUM.

**Whereas** BRADING (ISLE OF WIGHT) TOWN TRUST

(hereinafter called "the Insured") of Town Hall, Brading, Isle of Wight,

carrying on the business of Public Institution

and no other for the purposes of this Insurance has made to THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION LIMITED (hereinafter called "the Corporation") a written proposal and declaration dated 9th day of December 1929 containing certain particulars and statements which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein:

**Now this Policy witnesseth** that in consideration of the payment to the Corporation of the above-mentioned Premium (which Premium is subject to adjustment as hereinafter provided) for the following Indemnity from the twenty-eighth day of November 1929 to the twenty-seventh day of November 19~~2~~30 both dates inclusive:

**It is hereby agreed that** if at any time during the said period subject to the receipt of Premium as provided in the Conditions hereunder and during the continuance of this Policy by renewal any Employee in the Insured's immediate service shall sustain any personal injury by accident or disease as described in the Third Schedule to the Workmen's Compensation Act, 1925, and the Third Schedule of the Workmen's Compensation Act, 1906, as applied to Northern Ireland, while engaged in the service of the Insured in work forming part of or process in the business above mentioned, and in case the Insured shall be liable to make compensation for such injury either under the Fatal Accidents Act, 1846; the Employers' Liability Act, 1880; the Workmen's Compensation Act, 1906, as amended by the Workmen's Compensation (Northern Ireland) Act, 1923; and by the Workmen's Compensation Act, 1925; or at Common Law the Corporation shall indemnify the Insured against all sums for which the Insured shall be so liable, and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation:

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

### CONDITIONS.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office of the Corporation.

2. The Insured shall give notice to the Corporation of any accident or disease covered by this Policy as soon as practicable after the accident or disease or any incapacity arising therefrom comes to the knowledge of the Insured or of the Insured's representative for the time being and shall forward to the Corporation forthwith after receipt thereof every written notice or information as to any verbal notice of claim and all proceedings.

3. The Insured shall not incur any expense litigation or otherwise or make any payment settlement or admission of liability in respect of any injury for which the Corporation shall be liable under this Policy without the written authority of the Corporation. The Corporation shall in respect of anything insured under this Policy be entitled to use the name of the Insured including the bringing defending enforcing or settling of legal proceedings for the benefit of the Corporation. The Insured shall give all necessary information and assistance and forward all documents to enable the Corporation to settle or resist any claim as the Corporation may think fit.

4. The Insured shall take reasonable precautions to prevent accidents and shall comply with all Statutory obligations.

5. The first Premium and all Renewal Premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid to employees by the Insured during each period of Insurance. The name of every employee and the amount of wages salary and other earnings paid to him shall be duly recorded in a proper wages book. The Insured shall at all times allow the Corporation to inspect such books and shall supply the Corporation with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry of such period of insurance and if the total amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Corporation or by a refund by the Corporation as the case may be.

6. Unless specifically included by indorsement hereon the indemnity granted under this Policy or any renewal thereof shall not apply to the Insured's liability to employees in the employ of Sub-Contractors to the Insured.

7. The Corporation shall not be liable in respect of any accident or disease occurring before the actual receipt of the Premium by the Corporation or its authorised Agents or in respect of any accident or disease occurring after the date of expiry and before the actual receipt of the Premium for renewal.

8. If any question or difference shall arise touching the meaning of this Policy or its conditions or as to the rights obligations or liability of either party hereunder the same shall be referred to arbitration under the Arbitration Act 1889 the Arbitration (Scotland) Act 1894 or any other Act which may for the time being be in force and apply to the particular case in which such question or difference shall have arisen.

For and on behalf of the Corporation this sixteenth day of December One Thousand Nine Hundred and twenty-nine.

*Examined* [illegible].

[illegible signature]

*District Manager.*

N 5.
2/6/28.

W. & S. LTD.

*Endorsement No.* N 52. *Policy No.* N. 73861

It is hereby understood and agreed that the indemnity granted under this policy does not extend to any description of employment other than specified in the following schedule.

*Dated this* 28th *day of* November 1929

B. Owen
District Manager.

Schedule.

One Clerk

Two Hall-keepers.