

"No persons shall be insured under this arrangement except such as are regularly employed in the service of the Grand Trunk Railway Company of Canada.

"The insurance granted hereunder shall not extend to any injury of which there shall be no external and visible sign nor to any death or disability which may have been caused wholly or in part by bodily infirmities or disease existing prior or subsequent to the date of this arrangement or by the taking of poison or any surgical operation or medical treatment for disease nor to any case except where the injury aforesaid is the proximate and sole cause of the disability or death, and no claim shall be made under this arrangement when the death or injury may have been caused by duelling, fighting, wrestling, lifting or over exertion or by suicide (felonies or otherwise sane or insane,) or by sun-stroke, self inflicted injuries or by concealed weapons carried by the insured or when the death or injury may have happened in consequence of war, riot or invasion, or riding or driving races, or of exposure to any obvious or unnecessary danger, hazard or perilous adventure, or of violating the rules of any company or corporation, or when the death or injury shall have happened while the insured was or in consequence of his having been under the influence of intoxicating drinks, or taking part in gymnastic sports, or while employed in mining, blasting or wrecking, or in the manufacturing, or use of gunpowder or other explosive substances or while engaged in, or in consequence of any unlawful act, and this insurance shall not be held to extend to mysterious disappearances nor to any case of death or disability, the nature, cause or manner of which is unknown or incapable of direct and positive proof.

"All sums which may be paid by way of indemnity to the insured by virtue of this arrangement, shall be accounted in diminution of the principal sum hereby insured, so that in case of subsequent death or injury during the continuance of this arrangement the total amount to be paid by the said company shall not in any case exceed the principal sum hereby insured.

"No claim shall be payable under this arrangement, unless a medical adviser of the Grand Trunk Railway Company shall be allowed to examine the person of the insured in respect to alleged injury or cause of death when and so often as may be reasonably required on behalf of the said company."

5. The present mode of procedure in regard to establishing proof of injuries alleged to have been sustained, or of death resulting therefrom, will continue to be followed. Settlement of all claims allowed will, however, in future, be made without the delay inseparable from the present system of insurance.

6. It is expected that all present and future employees of the Company who from the nature of their occupations are exposed to the risk of accidental injury in the discharge of their duties, will enrol their names as subscribers to the Fund, and no servant of the Company who neglects to avail himself of the opportunity hereby afforded will be entitled to receive any compensation whatever from the Company's funds in case of injury, either as a direct payment, or in the shape of gratuitous medical attendance, and as stated in the *Managing Director's Circular No. 155, no wages will be allowed to any employee whilst off duty from accident.*

7. The deductions hitherto made from the pay of employees insured under the old system will be continued, at the reduced rates, and the parties, in addition to being secured in all the rights which they now possess, will become participants in the benefits conferred by the new arrangement.

8. As the Fund to be established will operate for the *mutual benefit* of all the contributors, it will not be competent for an employee on leaving the service of the Company to claim repayment of the amount of his individual contribution, or any part thereof, and this proviso must be understood and agreed to by all who may become parties to the arrangement, and is made a condition of their subscription to the Fund.

9. In case of any dispute arising as to the payment of claims made, the matter shall be referred to the Managing Director of the Company, whose decision on the subject shall be accepted as final.