Under the ruling of the attorneys, if property covered by insurance limited by the clause in question is in part removed from a building because of approaching fire, it would be proper to deduct the value of the goods removed from the total value of merchandise on hand, to arrive at the amount to which the clause should apply.

It is stated in the proofs that the actual cash value of the property was $233,107.49; loss and damage by collapse, $55,828.91; loss and damage by fire, $97,391.36; total fire insurance, $161,400.

According to these figures, under the requirement to maintain 90 per cent. insurance, the assured would be a co-insurer to the extent of $48,396.—Commercial Bulletin, N.Y.

"FRILLS" ON ACCIDENT POLICIES.

The chief topic at the annual convention of the International Association of Accident Underwriters held at Bretton Woods, N.H., was the report on "frills." The occasion for taking action at the present time is the necessity imposed upon all companies doing business in New York and Massachusetts to revise their policies so as to conform to the recently-enacted laws in those States. As President Faxon explained at the convention, the National Convention of Insurance Commissioners in August last year adopted, for recommendation to the legislatures of their respective States, a bill for standard provisions in accident and health insurance policies, which bill, substantially as enacted by the Commissioners, has already been passed into law by New York and Massachusetts and failed of enactment in Ohio only by a mishap of some sort. Minnesota had already a law upon its statute books similar in many respects to this one. It is expected that during the coming winter similar legislation will be enacted by many more of the States, and, said the President, as occurred in New York State, modifications may be proposed in the language agreed upon, which if embodied in the law, will defeat the very object sought for by both the companies and the commissioners working together for a long time—uniformity in the statutory requirements concerning policy forms. Hence the necessity for an efficient organization for promoting wise legislation and retarding harmful legislation.

The report on "frills" evoked a lively discussion extending over three days. The report of the special committee who had been dealing with the subject, stated that after their Albany meeting in August last, a letter was sent by the Secretary of the Committee to the executive officials of all companies writing accident and health policies in the United States and Canada, embodying the recommendations of the committee as they were reported at the Albany meeting. These recommendations are expressed in the following:

"Your committee on policy forms recommend that from and after January 1, 1911, no policy of accident insurance be issued which shall contain any of the following features:

1. Benefit clause providing for more than double benefits in any event, or for double benefits for any accident other than accidents of travel—a suitable clause to be framed by the committee on phraseology or by a special committee appointed.
2. Accumulations.
3. Beneficiary insurance.
4. Insurance of children of insured.
5. Optional indemnities.
6. Sunstroke.

The same as to policies of health insurance:

1. Quarantine.
2. Payment of indemnity for less than seven days of disability.

Your committee further recommends that no features eliminated are to be reinstated prior to January 1, 1912, nor shall any company substitute for any of the features eliminated any new feature without requiring a substantial additional premium to the prevailing rates for policies of accident and health insurance now being issued.

The meeting also voted in favour of eliminating from accident policies by suitable language all liability from death by gas asphyxiation."

To this favourable replies were received from thirty-nine companies and seven associations. Replies embodying reservations of one sort or another were received from twenty companies, while fifty-three companies and ten associations made no reply. At a second meeting held at Hartford, the replies were considered and a new plan adopted, expressed in the following:—

"Recommendations concerning commercial accident policies:

1. That the double indemnity clause be limited to the coverage described in the following paragraph:

   "The amount to be paid for claims under parts A to B (or Sections 1 and 2, as the form of policy may require) shall be double the sum therein specified if such injuries are sustained while riding as a passenger and being in or upon any railway passenger car propelled by mechanical power, or while travelling as a passenger on board a steam vessel licensed for the regular transportation of passengers; or caused by the burning of a building while the insured is therein; but any accident or injury, fatal or otherwise, sustained while getting on or off or being upon the step or steps of any railway or street railway car shall be covered only for a single indemnity."
2. That no policy provide for more than double benefits unless an adequate additional premium is charged for such additional coverage.
3. That accumulations be limited to an increase of 5 per cent. per annum for a period of ten years, beginning in the second year, and that same apply to losses of death, dismemberment and loss of sight only.
4. That no provisions be made for the payment of elective or optional indemnities.
5. That no provision be made for payment in event of death or disability by sunstroke.
6. That no policy contain special reference to or specific indemnity for paralysis or insanity.
7. That no policy provide for legacy payments in addition to the payment of the principal sum insured.
8. That no policy provide for the payment of any amount to cover transportation of the body of the insured after death.
9. That no policy provide for the return of premiums that have been paid for the insurance in addition to the payment of any claim.

Recommendations concerning health policies:

1. That no policy provide for the payment of indemnity because of the insured being quarantined.
2. That no policy provide for additional indemnity during confinement in hospital in excess of 50 per cent. of the weekly indemnity payable under the policy or for more than ten weeks, and such payment shall be in lieu of and not in addition to payments for surgical operations.
3. That no policy promise payment for disability