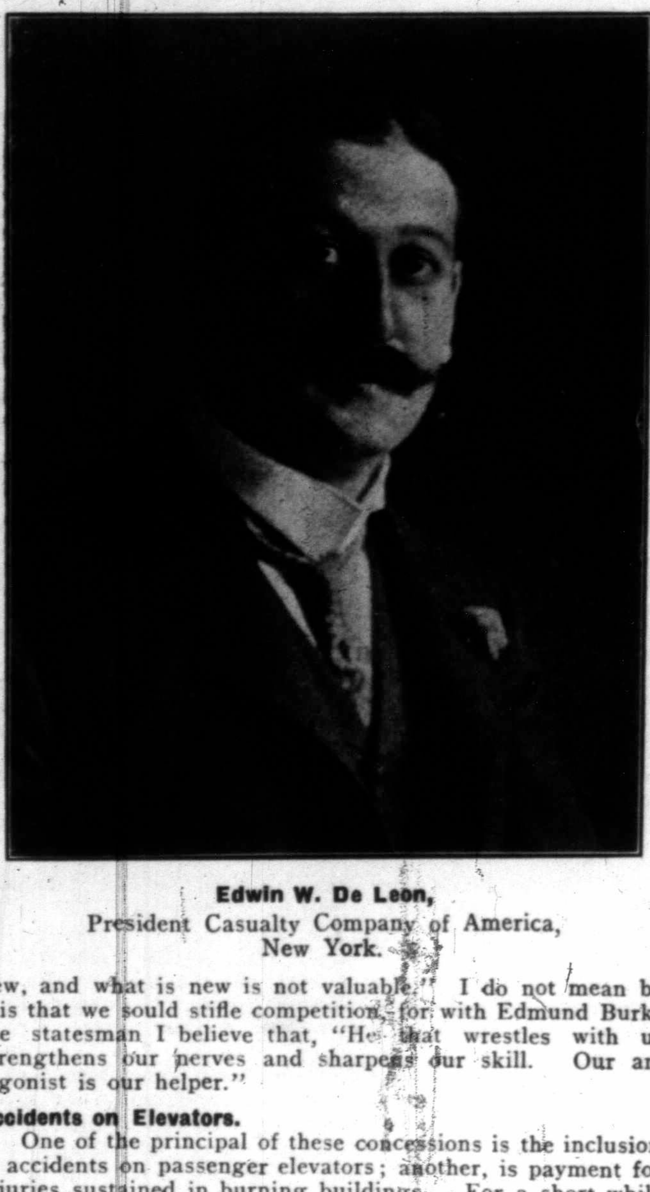
when facilities were limited and methods crude. It is safe to assert that the pioneers of Accident Insurance in America never contemplated the payment of indemnity under this clause of the policy, except in the case of a railroad wreck from collision or derailment. In fact, some of the earlier policies provided specifically to that effect, and even at the present time this requirement is to be found in the contracts of some companies. It was not long, however, before this clause was extended to include street railways and vessels, and with the evolution of the policy contract due to the development of the business, further extensions have been made from time to time, until at the present day the double indemnity clause in the average policy covers accidents happening in or upon any conveyance used as a common carrier for passenger service, and propelled by any of the modern methods of propulsion.

Not content with this wide departure from the original idea of double benefits for travel accidents alone, the companies have gradually broadened this clause to include features never remotely considered by the early fathers of Accident Insurance. We strive continually for something new, some special feature that no other company has thought of, but we should remember that, "What is valuable is not



Edwin W. De Leon,
President Casualty Company of America,
New York.

new, and what is new is not valuable." I do not mean by this that we sould stifle competition, for with Edmund Burke the statesman I believe that, "He that wrestles with us strengthens our nerves and sharpens our skill. Our antagonist is our helper."

Accidents on Elevators.

One of the principal of these concessions is the inclusion of accidents on passenger elevators; another, is payment for injuries sustained in burning buildings. For a short while there was a lull in the competition for the addition of gratuities under this paragraph, due to the introduction of the Beneficiary Agreement, and the insurance upon children of the assured, not to mention the accumulation feature, all of which diverted the attention of underwriters temporarily from the somewhat over-worked double indemnity clause. The attack was soon renewed, however, and under the stress of present-day competitive methods, new features are continually being added to this portion of the policy, until it is now almost impossible to recognize the original agreement. Double payments are made for injuries resulting from the collapse of the outer walls of a building; or from a stroke of lightning; or from the explosion of a stationary, locomotive, marine or portable boiler; or while the assured is driving to or from his place of business in a vehicle owned by him; or if death results from an injury sustained while riding as a passenger in any automobile, or while operating the same otherwise than for hire, or in any race or speed contest; or as the direct result of cyclones or tornadoes.

It is evident, therefore, that the fundamental idea of the double indemnity clause has been lost sight of in the efforts of our worthy members of this Association to go each other "one better" in the strenuous race for supremacy in policy contracts. But in the heat and excitement of the contest we have not always stopped to consider what we were doing, nor do we know how far our precipitate action may have carried us, although an enumeration of a few of the clauses will serve to indicate the divergent character of the coverage afforded by various companies. One of the most usual forms provides that if the assured is injured while riding as a passenger in or on any railway passenger car propelled by mechanical power or while a passenger and on board of a steam vessel licensed for and regularly employed in the transportation of passengers, or while a passenger in an elevator provided for passenger service, or by reason and in consequence of the burning of a building while the assured is therein, the amount otherwise paid will be doubled; but double benefits shall not apply to 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. There is a growing tendency, however, to do away with the restriction regarding accidents that result from getting on or off a moving conveyance, as will be noted by the clause of one of the prominent companies to the effect that double indemnity will be paid for injuries sustained while in or on a public conveyance, including the platform, steps or running board thereof. It has long been a mooted question whether or not a company was liable to pay double indemnity for accidents on platforms or steps in the absence of any express condition in the policy to the contrary, but at any rate, the opportunity was afforded formerly to effect a favorable compromise for injuries sustained under such conditions. The wisdom of a specific agreement to pay for such accidents is, therefore, perhaps questionable, not only for the reason that it calls attention directly to this feature, and suggests one more way in which the double indemnity clause may be availed of, but also because it tends to place a premium upon carelessness that oftentimes amounts to recklessness. Another clause states that the company will pay double the indemnity otherwise payable if the injury causing the loss is sustained by the assured while riding as a passenger in or on any regular passenger conveyance provided for such purpose by a common carrier; or while riding as a passenger in an elevator provided for passenger service only; or while in or on a burning building, or while escaping therefrom; or by a stroke of lightning; or by the collapse of any building; that double benefits for loss of life will be paid if the injury is sustained while riding as a passenger in any automobile, or while operating the same otherwise than for hire and provided in either instance the automobile is not being used in any race or speed test, or in violation of law. One well-known company, more enterprising perhaps than the leading companies, or possibly less judicious and not content with the payment of double indemnity, issues a policy with a provision that if death, dismemberment or loss of sight occurs by reason of injuries suffered while a passenger in a conveyance propelled by steam or electricity over a steam railroad, three times the principal sum will be paid. The usual double indemnities are also paid for other so-called "travel accidents."

Double Indemnity.

Turning to the double indemnity clause in the policies of mutual companies, we observe a closer adherence to the provisions originally found in the policies of stock companies. One clause in general use agrees to pay double indemnity if the assured is injured while riding as a passenger in any public conveyance propelled by steam, cable or electricity (motor carriages excepted), and in consequence of the wrecking of the same; or if he is a guest in any public hotel or a spectator in any theatre, or one of the congregation in any church, and in consequence of the burning of the same, shall receive injuries while attempting to escape therefrom.

The few paragraphs quoted will suffice to indicate how many different interpretations may be placed upon practically the same clause in various policy contracts, particularly when the authors of the contracts are themselves in doubt as to their own intentions. This is precisely the present difficulty with the double indemnity clause in accident policies. One company after another has copied the wording of some other company, either in whole or in part, without regard to the real meaning of the language used and without due consideration of the ends to be accomplished. Everyone will concede that the true purpose of the double indemnity payment for injuries sustained on a public conveyance is to compensate for the hazards of travel, due directly to accidents involving the car, train, or vessel on which the assured is a passenger. This apparently simple and definite proposal, however, has been the subject of a vast amount of litigation that has resulted in various conflicting decisions. The courts have been called upon to decide what is a common carrier, and when does a person become a passenger and when cease to be one. Another point that has been many times contested is whether