

**The Boston Fire
Marshall's
Report.**

BOSTON lost in the year ending 1st May last \$5,542,900 by fires. A large percentage of this loss occurred from two fires in the Ames & Hecht buildings. The Fire Marshall in his report comments on the uniformity with which the principal causes of fires, such as spontaneous combustion, electricity, bad construction, rats and matches, explosions etc., maintain their several percentages year by year. This is, however, a good feature in so far as it is helpful in guiding underwriters in taking risks. Such uniformity is a safe basis for a law of averages, and directs also special attention to particular classes of risks to which buildings may be liable. The Marshall is clearly not a believer in incendiarism. He says: "I believe it would be an exceedingly liberal estimate to attribute three per cent. of the year's fires to incendiarism." His suggestions are for buildings to have smaller floor areas, incombustible partitions and shutters, automatic sprinklers, roof hydrant service,—an excellent idea, fire-proof stairways, with combustible floor connections abolished. The Boston proportions of losses were, seventy-three per cent. on contents, and twenty-seven on buildings, which ratios are recognized as normal.

THE MUTUAL OBLIGATIONS OF INSURER AND INSURED IN LIFE INSURANCE CONTRACTS.

We now come to the questions of the residence and business addresses of the insured, and the beneficiary. The application blanks of most life insurance companies call for the street and number; city, town or village; county, and province, state or territory. Much trouble is saved by giving very specific and accurate directions as to the residence and post office addresses of those interested in life insurance policies.

The obligations of the parties in interest are not so palpably manifest in these questions as they are in many others, but nevertheless some element of good faith enters into them. Most companies will not readily insure, on their ordinary plans, those who live in regions known to be unhealthy, unusually liable to dangerous fevers or diseases, or unprotected from lawless elements—at least without imposing some reasonable restriction, limiting the insured to short term endowment policies, or the charge of an extra premium to cover what is believed to be a manifestly extra risk.

The statements as to residence and business address of the applicant satisfy the company on this point, denoting as they do whether or not the proposed life is open to any unusual danger from climatic influence or other evident considerations. To this extent the present exposure of the risk is easily determinable, and the limitation as to residence and travel within a stated time after the issue of a policy, recited in the contract itself, or the special conditions governing it and forming part of it, or else contained in the warranty of the applicant, fully protect the company against an intentional insuring for the purpose of covering a contemplated enhanced climate risk.

As to such changes of residence that may not be contemplated when application for the insurance is made,

but may develop from some future necessity arising after the limited period of disputability has expired, the company is ready and willing to take its chance. It recognizes in such a case that good faith was preserved by the insured when his application was made, and it therefore acquits him of any breach of obligation, and continues to assume the enhanced risk without any detriment to the insured or to the beneficiaries under the policy. In such cases it is customary with most of the companies to give the insured such a permit as authorizes his travel or residence outside of the limits of prohibition contained in the policy, if he desires it; but as a matter of fact, as soon as the policy becomes by its terms indisputable, this is really no longer necessary.

If travel to, or residence in, a prohibited locality is contemplated when the insurance is applied for, this fact should be distinctly stated, and the applicant should make the best bargain he can for the extra privileges he desires; but under no circumstances whatever should he descend to the least suspicion of deceit or misrepresentation. The obtaining of a policy by fraudulent pretence of this kind, or by a suppression of facts that ought to be stated, would render the policy null and void, and thwart the object of the applicant in seeking the insurance he needs. In this as in every other respect, honesty is certainly the best policy, because a life insurance contract that can be declared void by the company during its period of disputability is of no earthly use to any person who is seeking to adequately protect a dependent wife and children.

Generally speaking, it is only travel and residence within the torrid zone, or states or countries lying contiguous to it, that the life insurance companies prohibit in their policies. Their conduct in this respect is undoubtedly very liberal.

The companies send to the insured or beneficiaries, statutory notices of premiums that are coming due whenever the law requires such notices; and where no such notification is a legal necessity, they send it on business principles and as an act of courtesy to the parties in interest.

Without such notice there is great liability to forget when premium payments become due, and such forgetfulness might cause the forfeiture of an insurance very necessary to those who should not be left without the very protection that life insurance affords. Any misstatement of, or error in, an address, or failure to notify the company of a change in address after a policy is issued, may cause the failure to receive a notice of premium that may have entirely escaped the recollection of the insured. If notice is mailed in compliance with a statutory requirement, the fault of the insured which leaves to the Company's knowledge only an incorrect address will entirely relieve it from precisely the responsibility that the statute intends to impose.

Life insurance companies are in the habit of sending annual statements of their business standing, and other literature of interest, to their policy-holders, as occasion arises. This practice gives their patrons a