



THE  
CEYLON GOVERNMENT  
GAZETTE

EXTRAORDINARY.

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PART I.—GENERAL.

PROCLAMATIONS BY THE GOVERNOR.

L. D.—B 24/42

BY HIS EXCELLENCY THE GOVERNOR.

M/L. I. C.

A PROCLAMATION.

Seal.

A. CALDECOTT.

KNOW Ye that, by virtue of the powers vested in me by section 7(1) of the War Risks (Goods) Insurance Ordinance, No. 1 of 1942, I, Andrew Caldecott, Governor of Ceylon, do, by this Proclamation, appoint the twenty-third day of March, 1942, as the date after which no person shall carry on any business in Ceylon as a seller or supplier of goods unless, in respect of any goods insurable under that Ordinance which are for the time being owned by him in the course of that business—

- (a) there is in force a policy of insurance against war risks issued in accordance with the War Risks (Goods) Insurance Scheme whereby he is insured in respect of all such goods for a sum not less than the value thereof for the time being; or
- (b) there is in force in relation to any description of goods of which he is a seller or supplier an Order under sub-sections (6) and (7) of section 5 of that Ordinance, and he has duly complied with the provisions of that Order so as to be deemed under the provisions of sub-section (8) of that section to be insured in respect of such goods for a sum not less than the value thereof for the time being.

By His Excellency's command,  
E. R. SUDBURY,  
Secretary to the Governor.

Colombo, February 23, 1942.

GOD SAVE THE KING.

GOVERNMENT NOTIFICATIONS.

L. D.—B 24/42

THE WAR RISKS (GOODS) INSURANCE ORDINANCE, No 1 OF 1942.

M/L. I. C.

BY virtue of the powers vested in me by section 5 of the War Risks (Goods) Insurance Ordinance, No. 1 of 1942, I, Andrew Caldecott, Governor of Ceylon, do hereby notify that there will be put into operation on the twenty-third day of February, 1942, a scheme to be called the War Risks (Goods) Insurance Scheme whereby the Government will undertake, in relation to persons carrying on business as sellers or suppliers of goods, the liabilities of insuring such persons against war risks in respect of goods insurable under the Ordinance which are from time to time owned by such persons in the course of such business

2 The Scheme will also extend to the undertaking by the Government—

- (a) in relation to any person carrying on business in Ceylon as a seller or supplier of goods, of the liability of insuring such person against war risks in respect of goods insurable under the Ordinance which are not owned by him, but in which he has an interest arising in the course of that business,
- (b) in relation to any person carrying on any business in Ceylon, of the liability of insuring such person against war risks in respect of—
- (i.) any goods situated in Ceylon which are in his possession, otherwise than under a hire-purchase agreement, for the purposes of that business:

(ii.) any goods situated in Ceylon which are subject to a mortgage in his favour held by him in the course of that business, being in either case goods which are not owned by him but which are insurable under the Ordinance in relation to the person by whom they are owned.

3. The liability of the Government as insurers under the Scheme will be determined by policies of insurance issued, in forms to be prescribed under the Ordinance, in respect of periods to be so prescribed, by persons acting on behalf of the Government.

4. Any premium under a policy so issued will be payable at such rate as may be prescribed under the Ordinance.

5. The amount of any one premium payable under a policy so issued shall not be less than such sum as may be prescribed under the Ordinance.

Colombo, February 23, 1942.

A. CALDECOTT,  
Governor.

L. D.—B 24/42

THE WAR RISKS (GOODS) INSURANCE ORDINANCE, No. 1 OF 1942.

REGULATIONS made by the Executive Committee of Labour, Industry and Commerce under section 16 of the War Risks (Goods) Insurance Ordinance, No. 1 of 1942, approved by the State Council and ratified by the Governor.

Colombo, February 23, 1942

G. C. S. COREA,  
Minister for Labour, Industry and Commerce.

*Regulations.*

1. These regulations may be cited as the War Risks (Goods) Insurance Regulations, 1942.

2. In these regulations—

(i.) "Agent of the Government" means any person or firm employed under section 6 to act as Agent of the Government for any of the purposes of the Ordinance;

(ii.) "Fund" means the War Risks (Goods) Insurance Fund established under section 9;

(iii.) "Ordinance" means the War Risks (Goods) Insurance Ordinance, No. 1 of 1942;

(iv.) "quarter" means a period of three months ending respectively on March 31, June 30, September 30 or December 31 in any year;

(v.) "Scheme" means the War Risks (Goods) Insurance Scheme referred to in section 5;

(vi.) "Section" means a section of the Ordinance.

3. Every policy of insurance issued in accordance with the Scheme shall be in the Form set out in the First Schedule hereto and shall be subject to the conditions set out in the Second Schedule hereto.

4. Every person insuring goods against war risks in accordance with the Scheme shall apply for the insurance under a single policy of all goods insurable under the Ordinance which are at the time of such application owned by him within Ceylon in the course of his business as a seller or supplier of goods and which are not at the time of such application covered by a policy insuring them against war risks in accordance with the Scheme:

5. (1) The premium payable under any policy of insurance issued in accordance with the Scheme shall be at the rate of three-eighths per cent. per month or part of a month.

(2) No refund of premium shall be allowed otherwise than in accordance with section 11.

6. (1) The amount of premium payable under the first policy of insurance issued in accordance with the Scheme to any person in respect of any quarter, or part of a quarter shall not be less than five rupees in the case of a policy issued for a period not exceeding one month or less than ten rupees in the case of a policy issued for a period exceeding one month.

(2) The amount of premium payable under any subsequent policy issued in accordance with the Scheme to the same person in respect of the same quarter, or part of the same quarter, shall not be less than two rupees and fifty cents.

7. The following Associations are prescribed for the purposes of clause (a) of the proviso to section 6 —

(a) The Ceylon Fire Insurance Association, Colombo.

(b) The Ceylon Accident Insurance Association, Colombo.

(c) The Colombo Marine Insurance Agents' Association, Colombo.

8. For the purposes of the proviso to sub-section (1) of section 7 the prescribed amount shall be Rs. 10,000.

9. (1) Every person who is required by the Ordinance to have, or who is desirous of having, a policy of insurance in accordance with the Scheme shall make application therefor to an Agent of the Government or to such officer as may be authorised in that behalf by any such Agent.

(2) Every application made under paragraph (1) shall be in such form as may be provided for the purpose by the Commissioner, and shall be accompanied by the requisite premium which may be remitted by bank draft, cheque, money order or postal order, or delivered in cash.

*Note.*—Where the remittance is by cheque, the amount, if any, charged by the Agent of the Government's Bank as collection charges shall be deducted from the amount of the cheque and the applicant given credit only for the balance.

10. Every policy of insurance issued on an application made in accordance with the provisions of regulation 9 shall take effect from the date of the receipt of the application by the Agent of the Government or, as the case may be, the officer authorised by such Agent, or from the date given in the application as the date on which the insurance is to commence, whichever is later, and shall be in respect of the period ending on the last day of the quarter in which the policy is issued.

11. (1) If the amount accompanying the application falls short of the premium due on the sum for which the goods are proposed for insurance, a policy for such proportion of the sum proposed as the amount paid bears to the premium due shall be issued, and the applicant shall make a further application for insurance of the balance.

(2) If no amount accompanies the application, the application if otherwise in order may be kept in suspense pending the receipt of the requisite premium; and on receipt of the requisite premium, a policy of insurance shall be issued on such application, and shall take effect from the date of receipt of the premium or from the date given in the application as the date on which the insurance is to commence, whichever is later.

12. The Agent of the Government shall issue a policy of insurance as soon as possible after the receipt of an application in accordance with the provisions of regulation 9

Provided that—

(a) if the application shows that the applicant has taken out an insurance in respect of the same goods or any part thereof against fire, marine, or accident risks with any other insurance company, the Agent of the Government may, in his discretion, postpone the issue of the policy until inquiries have been made from that company; and

(b) if the premium is remitted by cheque, the Agent of the Government may, in his discretion postpone the issue of the policy until the cheque has been cashed.

13. In the event of the loss of a policy a duplicate policy shall not be issued, but if it is satisfactorily proved that the policy had been issued, the absence of that policy shall not be a bar to a claim under it.

14. (1) All claims shall be submitted in writing to the Agent of the Government concerned within the time specified in condition 4 of the conditions set out in the Second Schedule hereto.

(2) On receipt of a claim, the Agent of the Government shall have it verified, and the loss or damage, if any, assessed, by a person who is for the time being included in the list of recognized Loss Assessors issued and, maintained in that behalf by the Commissioner or if the Commissioner so directs, by such person as may be specially deputed by him for the purpose.

(3) As soon as the Loss Assessor has verified the claim and assessed the loss or damage, if any, he shall report thereon to the Agent of the Government, who shall after such further verification as he thinks fit to make forward the report, with his remarks and recommendation to the Commissioner.

(4) If the claim is proved to the satisfaction of the Commissioner, a payment order shall be issued in favour of the claimant

15. An account of all sums received into and paid out of the Fund shall be prepared by the Commissioner in the Form set out in the Third Schedule hereto and shall be published annually.

FIRST SCHEDULE.

GOVERNMENT OF CEYLON.

War Risks (Goods) Insurance Ordinance, No. 1 of 1942.

*Policy of Insurance in respect of goods Insurable Thereunder.*

Policy No. \_\_\_\_\_

This Policy and the Specification hereto (which forms an integral part of this Policy) shall be read together as one contract, and the words and expressions to which specific meanings have been attached in the Specification shall bear those meanings wherever they may appear.

*The Specification.*

The Insurance Agent of the Government ———.

The Insured ———.

Address ———.

The Insured's Business ———.

The Property insured —

- \* (A) All goods insurable in relation to the Insured under the above-mentioned Ordinance which are for the time being owned by him in the course of his business as a seller or supplier of goods, except goods of such descriptions as are for the time being specified under section 7 (4) of that Ordinance.
- \* (B) All goods insurable in relation to the Insured under the above-mentioned Ordinance which are for the time being owned by him in the course of his business as a seller or supplier of goods, being goods of descriptions specified under section 7 (4) of the Ordinance and specified in the application for this Policy.
- \* (C) All goods insurable in relation to the Insured under the above-mentioned Ordinance which are not owned by him but in which he has for the time being an interest arising in the course of his business as a seller or supplier of goods, being an interest of a description specified in the application for this Policy.
- \* (D) All goods situated in Ceylon which are in the possession of the Insured, otherwise than under a hire-purchase agreement, for the purposes of a business carried on by him in Ceylon, being goods which are not owned by him but which are insurable under the above-mentioned Ordinance in relation to the person by whom they are owned and being goods of a description specified in the application for this Policy.
- \* (E) All goods situated in Ceylon which are subject to a mortgage in favour of the Insured held by him in the course of a business carried on by him in Ceylon, being goods which are not owned by him but which are insurable under the above-mentioned Ordinance in relation to the person by whom they are owned and being goods of a description specified in the application for this Policy.

Sum for which Insured, Rs. ———.

Period of Insurance From the ——— day of ——— 194 — to the ——— day of ——— 194 —.

The Premium, Rs. ——— received on the ——— day of ——— 194 —.

WHEREAS the insured has made and forwarded to the Insurance Agent of the Government a signed application for insurance and has paid the amount of premium named above:

Now this Policy witnesseth that in consideration of the insured paying to the Government of Ceylon the said premium, the said Government agrees (subject to the conditions contained in the Second Schedule to the War Risks (Goods) Insurance Regulations, 1942, which conditions shall, so far as the nature of them respectively will permit, be deemed to be conditions precedent to the right of the insured to recover hereunder) that if during the period of insurance stated above the property insured or any part of such property shall suffer any loss or damage, being loss or damage caused by any act comprised in the expression "war risks" as defined for the time being by the War Risks (Goods) Insurance Ordinance, No. 1 of 1942, or the said Regulations, the said Government will, where the loss or damage is suffered whilst the property affected is situated in Ceylon, pay to the insured the value of that property at the time of the happening of its destruction or the amount of the damage, as the case may be, or, at the option of the said Government, reinstate or replace such property or any part thereof:

PROVIDED that the liability of the said Government shall in no case exceed the sum insured hereby.

In witness whereof, I/We, being duly authorised in that behalf, have hereto set my/our hand on behalf of the said Government.

Dated,  
The ———, 194 —, Signature ———.

It is hereby agreed and declared that ——— of ——— shall to the extent of his/their interest in the property insured be entitled jointly with the insured to the rights hereby granted to the insured, but not so as to grant to him/them any further or greater rights than those of the Insured under this Policy.

Signed on behalf of the said Government this ——— day of ——— 194 —.

Signature ———.

NOTES—This policy cannot be assigned or transferred and no premium is returnable except as provided under Section 11 of the Ordinance.

\* Delete whichever is not applicable.

## SECOND SCHEDULE.

[See Regulation 3 and the First Schedule.]

## Conditions.

The Government of Ceylon shall be under no liability under any policy of insurance to which these conditions apply (hereinafter referred to as "the policy") if and in so far as the Insured is not entitled to be insured for the sum thereby insured in respect of the property insured under the Ordinance.

2. If at the time of the happening of any loss or damage the total value of the property insured exceeds the sum insured under the policy, the Insured shall be considered as being his own insurer for the excess and shall bear a rateable share of the loss accordingly.

3. If at the time of the happening of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the property suffering that loss or damage, the liability of the Government under the policy shall be limited to its rateable proportion of such loss or damage.

4. On the happening of any loss or damage the Insured shall forthwith give notice thereof in writing to the Agent of the Government and the Commissioner for War Risks Insurance, P. O. Box 500, Colombo, and shall within ten days after such loss or damage, or such further time as the Agent may in writing allow, at his own expense deliver to the Agent and the Commissioner for War Risks Insurance, P. O. Box 500, Colombo, a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property suffering that loss or damage and of the amount of such loss or damage, having regard to their value at the time of the loss or damage, together with details of any other insurances on the property insured. The Insured shall also give to the Agent all such proofs and information with respect to the claim as may reasonably be required, together with (if demanded) a declaration, verified by an affidavit, of the truth of the claim and of any matters connected therewith. No claim under the policy shall be payable unless the terms of this condition have been complied with.

5. If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, all benefits under the policy shall be forfeited.

6. If in his application for the insurance effected by the policy, the Insured has intentionally made a material under-statement of the value of the property insured all benefits under the policy shall be forfeited.

7. If any loss or damage is incurred, the Government may, if they think fit, reinstate or replace the whole or part of the property affected instead of paying the amount of the loss or damage thereto, and if the Government elects to reinstate or replace any property insured, the Insured shall at his own expense produce and give to the Commissioner all such plans, documents, books and information as the Commissioner may reasonably require. The Government shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of the property insured more than the sum insured thereon.

8. On the happening of any loss or damage in respect of which a claim is or may be made under the policy, the Agent of the Government and every person authorised by the Agent may, without thereby incurring any liability, and without diminishing the right of the Government to rely upon any conditions of the policy enter, take or keep possession of the building or premises where the loss or damage has happened, and may take possession of or require to be delivered to them any of the property insured, and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Government so to do. If the Insured or any one acting on his behalf does not comply with the requirements of the Government, or shall hinder or obstruct the Government or any person acting on its behalf in doing any of the above-mentioned acts, then all benefit under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Government whether taken possession of by the Government or not.

9. The premium paid in respect of the policy or any part of such premium shall not in any event be returnable, except as provided in section 11 of the Ordinance.

10. The policy shall not be assignable.

11. The following condition may be included in the policy at the request of the Insured:—

"It is hereby agreed and declared that ——— of ——— shall, to the extent of his/their interest in the property insured, be entitled jointly with the Insured to the rights hereby granted to the Insured, but not so as to grant to him/them any further or greater rights than those of the Insured under this policy."

12. The liability of the Government under the Policy shall not exceed in the aggregate the sum thereby insured, and accordingly after the happening of any loss or damage the said sum shall be deemed to be reduced by the amount of that loss or damage.

## THIRD SCHEDULE.

Account of Sums received into and paid out of the War Risks (Goods) Insurance Fund during the Year ending ——— 194—.

RECEIPTS.	Amount		Progress of Receipts up to the end of		EXPENDITURE.	Amount.		Progress of Expenditure up to the end of	
	Rs	c	Rs	c.		Rs.	c.	Rs.	c.
1. Insurance premia					1. Remuneration and expenses of Insurance Agents of Government Insurance Associations and Advisers, and also of Loss Assessors appointed under Regulation 14 (2) and cost of forms . . .				
					2. Expenses of the Government Inspecting Staff appointed under section 10 (1) and of the additional staff employed to cope with the work at the Office of the Commissioner . . .				
					3. Expenses of the additional staff employed to cope with the audit and accounting arrangements . . .				
					4. Payments of liabilities under the War Risks (Goods) Insurance Scheme . . .				
2. Advances from general revenue under section 9 (2)					5. Refund of premium under section 11				
					6. Repayments of advances made under section 9 (2)				
					7. Excess sums paid under section 9 (3)				

L. D.—B 24/42

## THE WAR RISKS (GOODS) INSURANCE ORDINANCE.

IT is hereby notified for general information that His Excellency the Governor has, under section 6 of the War Risks (Goods) Insurance Ordinance, No. 1 of 1942, authorised the employment of—

Aitken, Spence & Co., Ltd.  
 C. S. Anthony & Co.  
 Bois Brothers & Co., Ltd.  
 Bosanquet & Skrine, Ltd.  
 Boustead Brothers  
 Brooke Bond, Ceylon, Ltd.  
 Cargills, Ltd.  
 W. D. Carolis  
 Carson & Co., Ltd.  
 Ceylon Insurance Co., Ltd.  
 Ceylon Trading Co., Ltd.  
 J. Cherubim & Brother, Jaffna  
 China Underwriters, Ltd.  
 Clark, Spence & Co., Galle  
 Clark, Young & Co. (1933)  
 E. Coates & Co. (Galle), Ltd.  
 Bonne S Cohen & Son (Ceylon), Ltd.  
 Colombo Commercial Co., Ltd  
 E. B. Creasy & Co., Ltd.  
 Cumberbatch & Co.  
 Darley Butler & Co., Ltd.  
 Delmege, Forsyth & Co., Ltd.  
 H. L. de Mel & Co.  
 Dodwell & Co., Ltd.  
 Eastern Accident Insurance Agency  
 Eastern Produce & Estates Co., Ltd.  
 James Finlay & Co., Ltd  
 Gordon Frazer & Co., Ltd  
 Galaha Ceylon Tea Estates & Agency Co., Ltd.

Harrisons & Crosfield, Ltd.  
 Hayley & Kenny, Ltd.  
 Chas. P. Hayley & Co., Galle.  
 Henderson & Co  
 Holland Colombo Trading Society, Ltd.  
 Leechman & Co.  
 Lee, Hedges & Co., Ltd.  
 Lewis Brown & Co., Ltd.  
 Lipton, Ltd.  
 C. W. Mackie & Co., Ltd.  
 Mackinnon, Mackenzie & Co.  
 Mackwoods, Ltd  
 S. W. Maddams & Co.  
 National Fire & General Insurance Co., Ltd  
 Ocean Accident & Guarantee Corporation, Ltd.  
 F. X. Pereira & Sons.  
 G. H. Remoo.  
 J. M. Robertson & Co.  
 Rosehaugh Co., Ltd.  
 A. S. S. Sangaralingam Pillai.  
 Shaw Wallace & Co.  
 George Steuart & Co.  
 S. L. M. Thaha.  
 J. H. Vavasour & Co (Ceylon), Ltd.  
 Volkart Bros.  
 Volkart Bros., Galle.  
 Walker, Sons & Co., Ltd.  
 Whittall & Co.

all of Colombo except where otherwise specified to act as Agents of the Government for the purposes of the said Ordinance.

Colombo, February 23, 1942.

G. C. S. COREA,  
 Minister for Labour, Industry and Commerce.