

LOIS H. BURROUGHS,

Plaintiff,

vs.

THE INDEPENDENT LIFE AND
ACCIDENT INSURANCE COMPANY,

Defendant.

§

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6039

OBJECTIONS TO INTERROGATORIES

Comes now the Defendant in the above styled cause and objects to interrogatories numbered "7", "8", "9" and "10", separately and severally, heretofore propounded to it by the Plaintiff in this cause and assigns the following separate and several grounds of objection to each of said interrogatories:

1. Said interrogatories seek to elicit facts which are incompetent, immaterial, illegal and impertinent to the issues in this case.

2. Said interrogatories call for hearsay testimony.

3. Said interrogatories constitute a mere fishing expedition.

4. Interrogatories "7" and "8" seek information concerning a copy of a report made subsequent to the act giving rise to this cause of action and interrogatory "9" seeks a copy of said report, all of which said interrogatories call for unsworn ex parte statements of persons not parties which are merely hearsay and prima facie inadmissible.

ANSWERS TO INTERROGATORIES

Comes now the Defendant, without waiving the foregoing objections, and for answer to the interrogatories heretofore propounded to it by the Plaintiff, says as follows:

1. Yes.

2. Yes.

3. (Copy attached).

4. No.

5. We were notified by the beneficiary named in the policy that the insured died accidentally on January 8, 1964.

6. No.

7. Upon advice of counsel the Defendant declines to answer this question.

8. Upon advice of counsel the Defendant declines to answer this question.

9. Upon advice of counsel the Defendant declines to answer this question.

10. Upon advice of counsel the Defendant declines to answer this question.

11. No.

THE INDEPENDENT LIFE AND
ACCIDENT INSURANCE COMPANY

By William A. Howard
As Its Vice President

STATE OF FLORIDA

DUVAL COUNTY

Before me, Edo Redol a Notary Public,
in and for said State and County, personally appeared
William A. Howard, who after being by me first duly and legal-
ly sworn, says:

That his name is William A. Howard. That
he is Vice President of The Independent Life and Accident In-
surance Company and as such made the answers in the foregoing Ans-
wers to Interrogatories for and on behalf of said company, and the
same are true and correct.

William A. Howard

Sworn to and subscribed before me
this 15th day of September, 1964.

Edo Redol
Notary Public, Duval County, Florida

Notary Public, State of Florida at Large
My commission expires March 22, 1965.

Filed
9-18-64
Reice
J. Clark



THE INDEPENDENT LIFE

AND ACCIDENT INSURANCE COMPANY

HOME OFFICE: 233 W. DUVAL STREET JACKSONVILLE, FLORIDA

THE COMPANY WILL PAY the Principal Sum less any amount paid or payable on account of the same injuries under the provision "Benefit for Loss of Certain Members of the Body," to the then-entitled Beneficiary immediately upon receipt of due proof that the death of the Insured occurred between the ages of five and seventy years by accidental means as herein defined, while this Policy is in force and no premium remains unpaid after the expiration of the grace period for payment thereof. This Policy shall take effect at 12 o'clock Noon on the date entered in the Policy Data Schedule and if the Insured is then alive.

THE CONSIDERATION for this Policy is the application for it and the payment in advance on the due dates of the premium specified under the Policy Data Schedule.

PREMIUM PAYMENTS: All premiums after the first shall be payable in advance either at the Home Office of the Company or to an agent of the Company. The first premium is payable in advance as of the Date of Policy and subsequent premiums are due on or before each and every Monday thereafter until the termination of all coverage under this Policy. All coverage under this Policy shall terminate on the policy anniversary next following the insured's 69th birthday. A discount of 5% will be allowed on all quarterly, semi-annual or annual premiums paid in advance.

THE PROVISIONS on the following pages are a part of this contract.

POLICY DATA SCHEDULE

NAME OF INSURED	PLAN	DATE OF POLICY		POLICY NUMBER	AGE NEXT BIRTHDAY	WEEKLY PREMIUM	PRINCIPAL SUM
		MO.	DAY				
PAUL F. BURROUGHS	310	04	22	65-10299656A	37	\$.50	FOR FIRST POLICY YEAR → \$5000.00

IN WITNESS WHEREOF, the Company has caused this Policy to be executed at its Home Office as of the Date of Policy shown under the Policy Data Schedule.

W. S. Sneed
Secretary-Treasurer

Joseph F. Bryan III
Agent

OPTION TO SURRENDER WITHIN 10 DAYS FROM DATE OF DELIVERY OF THIS POLICY: If this Policy is not satisfactory, it may be surrendered to the Company or an authorized representative thereof within 10 days from the date of delivery and any premiums paid will be refunded.

Delivery Date

Licensed Agent

PRINCIPAL SUM: This is an increasing benefit policy for the first five years; and, after the fifth policy year, the amount of Benefit or the Principal Sum will remain constant and will be equal to the amount shown in the table below for the Sixth and Subsequent Policy Years. The Principal Sum for a weekly premium of 10c, 20c, 30c, 40c and 50c is as follows:

Weekly Premium	Principal Sum During First Policy Year	Principal Sum During Second Policy Year	Principal Sum During Third Policy Year	Principal Sum During Fourth Policy Year	Principal Sum During Fifth Policy Year	Principal Sum During Sixth and Subsequent Policy Year
10¢	\$1,000.00	\$1,100.00	\$1,200.00	\$1,300.00	\$1,400.00	\$1,500.00
20¢	2,000.00	2,200.00	2,400.00	2,600.00	2,800.00	3,000.00
30¢	3,000.00	3,300.00	3,600.00	3,900.00	4,200.00	4,500.00
40¢	4,000.00	4,400.00	4,800.00	5,200.00	5,600.00	6,000.00
50¢	5,000.00	5,500.00	6,000.00	6,500.00	7,000.00	7,500.00

AMOUNT OF ACCIDENTAL DEATH BENEFIT: The amount of the additional death benefit shall be equal to the Principal Sum.

DEFINITION OF "ACCIDENTAL MEANS": Death by accidental means is defined as death resulting directly and independently of all other causes from bodily injury effected solely through external, violent, and accidental means, of which, except in the case of drowning or internal injuries revealed by autopsy, there is a visible contusion or wound on the exterior of the body and occurring within 90 days after sustaining such injury. The Company shall have the right and opportunity to examine the body and to make an autopsy unless prohibited by law (an autopsy is forbidden in Mississippi).

BENEFIT FOR LOSS OF CERTAIN MEMBERS OF THE BODY: Upon receipt during the lifetime of the Insured of due proof that while this policy is in force, the Insured has suffered any of the losses specified in the following table solely as a result of an accident through external, violent and accidental means after the effective date of this policy and provided such loss occurs within 90 days after such accident, the Company will pay, subject to the exceptions hereinafter enumerated, to the Insured the amount set opposite such loss, as follows:

LOSS OF BOTH EYES	THE PRINCIPAL SUM
LOSS OF BOTH HANDS	THE PRINCIPAL SUM
LOSS OF BOTH FEET	THE PRINCIPAL SUM
LOSS OF ONE HAND AND ONE FOOT	THE PRINCIPAL SUM
LOSS OF ONE EYE AND ONE HAND	THREE-FOURTHS OF THE PRINCIPAL SUM
LOSS OF ONE EYE AND ONE FOOT	THREE-FOURTHS OF THE PRINCIPAL SUM
LOSS OF ONE HAND	ONE-HALF OF THE PRINCIPAL SUM
LOSS OF ONE FOOT	ONE-HALF OF THE PRINCIPAL SUM
LOSS OF ONE EYE	ONE-FOURTH OF THE PRINCIPAL SUM

The loss of hand means the loss by severance of four fingers entire and the loss of foot means the loss by severance at or above the ankle joint. The loss of an eye or eyes means the permanent loss of the sight thereof.

The occurrence of the loss of both eyes, both hands, both feet or one hand and one foot shall terminate this policy and the payment of the amount provided herein for such loss shall fully discharge all liability under this contract.

EXCEPTIONS

The Agreement as to benefit under this Policy shall be null and void if the Insured's death or injury results, directly or indirectly, from any of the following causes:

1. Self inflicted injuries or destruction, while sane or insane, or injury inflicted intentionally by another person;
2. War or any act of war, declared or undeclared;
3. Service, travel or flight in or about or descending from or with any species of aircraft except as a fare-paying passenger on a licensed commercial aircraft;
4. Committing or attempting to commit an assault or felony, or resisting or fleeing from arrest;
5. Participation in a riot or insurrection;
6. Bodily or mental infirmity, or disease, or medical or surgical treatment therefor;
7. Poisoning, or inhalation of gas or fumes; or
8. Infection of any nature unless such infection is incurred through an external visible wound sustained through violent and accidental means.

STANDARD PROVISIONS

ENTIRE CONTRACT; CHANGES: This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: (a) After two years from the date of issue of this policy no mis-statements, except fraudulent mis-statements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of such two year period. (b) No claim for loss incurred or disability commencing after two years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

GRACE PERIOD: A grace period of 28 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.

REINSTATEMENT: If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if the Company or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the Company or, lacking such approval, upon the 45th day following the date of such conditional receipt unless the Company has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement. In all other respects the insured and Company shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the Company at Jacksonville, Florida, or to any authorized agent of the Company, with information sufficient to identify the insured, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

PROOFS OF LOSS: Affirmative proof of loss must be furnished to the Company at its said office within 90 days after the date of the loss for which claim is made. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: All indemnities provided in this policy will be paid within 30 days after receipt of due proof at the Company's Home Office.

PAYMENT OF CLAIMS: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. All other indemnities will be payable to the insured.

PHYSICAL EXAMINATIONS AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law (an autopsy is forbidden in Mississippi).

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of six years after the time written proof of loss is required to be furnished.

RIGHTS OF THE INSURED: Ownership of this policy during the lifetime of the Insured shall be vested in the Insured if legally competent; otherwise, the Company may recognize that ownership vests in the legal Guardian of the Insured, or in any relative by blood or connection by marriage of the Insured.

If the Insured is a minor, it is agreed that payment of any claim for indemnity hereunder on behalf of the Insured may be made to a parent or next of kin of the Insured and payment to such person shall fully discharge the Company's liability hereunder.

CHANGE OF BENEFICIARY: The right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

OTHER INSURANCE IN THIS COMPANY: If a General Accident policy or policies previously issued by the Company to the insured be in force concurrently herewith, making the aggregate ultimate indemnity for accidental death in excess of \$7,500.00 the excess insurance shall be void and all premiums paid for such excess shall be returned to the insured or to his estate.

CONFORMITY WITH STATE STATUTES: Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

ENDORSEMENTS:

ORIGINAL BENEFICIARY	RELATION	STATE	DIST	DEBIT
LOIS H BURROUGHS	WFE	03	19	04

RECORD OF CHANGE OF BENEFICIARY		
BENEFICIARY	RELATION	RECORDED
		DATE <u> </u> / <u> </u> / <u> </u> BY <u> </u>
		DATE <u> </u> / <u> </u> / <u> </u> BY <u> </u>

We, the Jury, find the issues in
favor of the Plaintiff and against
the Defendant and assess the
Plaintiff's damages at \$5,000⁰⁰ ~~plus interest~~

John B. Robinson
Foreman

Luis H. Burroughs
vs

The Independent
Life & Accident Co

Case No 6039

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon The Independent Life and Accident Insurance Company, 233 West Duval Street, Jacksonville, Florida, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Lois H. Burroughs.

WITNESS my hand this 5 day of May, 1964.

Alice J. Duck
Clerk

The defendant may be served by serving a copy of summons and complaint on the Superintendent of Insurance for the State of Alabama, Montgomery, Alabama.

* * * * *

LOIS H. BURROUGHS,
Plaintiff,
VS.
THE INDEPENDENT LIFE AND
ACCIDENT INSURANCE COMPANY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
6039

COMPLAINT

The plaintiff claims of the defendant Five Thousand Dollars (\$5,000.00) due on a policy, whereby the defendant on the 22nd day of April, 1963, insured Paul F. Burroughs against the loss of life resulting directly and independently of all other causes from bodily injury effected solely through external, violent, and accidental means. The plaintiff avers that the said Paul F. Burroughs lost his life solely from bodily injuries effected directly and independently of all other causes through accidental means, which death occurred on the 8th day of January, 1964, of which the defendant has had notice. The plaintiff avers that she is the owner of said policy and is the beneficiary named therein and claims the proceeds thereof together with interest at the rate of six percent (6%) per annum.

FILED

MAY 5 1964

ALICE J. DUCK, CLERK
REG. 1577

64-5-6-64

555

S. R. O.
Attorney for Plaintiff

LOIS H. BURROUGHS,

Plaintiff,

VS.

THE INDEPENDENT LIFE AND
ACCIDENT INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

INTERROGATORIES PROPOUNDED TO DEFENDANT

Now comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant in this cause:

1. On April 22, 1963, did you issue Policy No. 0299656A to Paul F. Burroughs?

2. If your answer to Interrogatory No. 1 is yes, do you have the original policy in your possession?

3. If your answer to Interrogatory No. 2 is yes, please attach a copy of the said insurance policy to your answers to these interrogatories.

4. Have you received due proof that the said Paul F. Burroughs, referred to in Interrogatory No. 1 to whom your said insurance policy was issued, died accidentally on January 8, 1964?

5. Have you had notice that the said Paul F. Burroughs, who was insured under your Policy No. 0299656A, which was issued on April 22, 1963, died accidentally on January 8, 1964?

6. Have you paid the proceeds of the said policy referred to in Interrogatory No. 1 to the beneficiary of said policy, Lois H. Burroughs?

7. Have you caused an investigation to be made as to the cause of death of the said Paul F. Burroughs, referred to in Interrogatory No. 1?

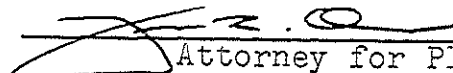
8. If your answer to the preceding interrogatory is yes, then state the name of the person or firm conducting said investigation.

9. If you state that you did have an investigation made as to the cause of death of the said Paul F. Burroughs, please attach

a copy of any statement or statements which you have in your file delivered to you by any person or firm making said investigation.

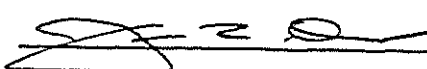
10. Do you know the name or names of any witnesses to the accident which caused the death of the said Paul F. Burroughs and if you state that you do, please give the names of such witness or witnesses and state whether or not you have any statement from said witness or witnesses?


11. Please state whether or not you have any photographs of the said Paul F. Burroughs which were taken after his death and if you state that you do, please attach a copy of each photograph which you have to your answers to these interrogatories.


Attorney for Plaintiff

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn, deposes and says: That he is the attorney for the plaintiff in the above styled cause; that the answers to the foregoing interrogatories will be material testimony for the plaintiff in the trial of the said cause.


Sworn to and subscribed before me on
this the 5th day of May, 1964.


Notary Public, Baldwin County, Alabama.

FILED

MAY 5 1964

ALICE J. DUCK, CLERK
REGISTER

880

RECEIVED IN OFFICE

MAY 6 1964

M. S. BUTLER, Sheriff

Executed by serving 2 copies of
the within on Walter A. Causeal
Superintendent
of Insurance, State of Alabama
This The 6 day of May 1964
Sheriff of Montgomery County
M. S. Butler,
By J. Y. Ramey D. S.

The Sheriff claims 2
miles at 10¢ per mile for 20
of \$ 2.00
M. S. Butler, Sheriff
Montgomery County, Ala.

July T. Rickett for the
Plaintiff's damages assessed
at \$500.00
John R. Rickett

Case no. 6039

Lois H. Burroughs
Pltz.

The Independent Life
& Accident Ins. Co.
Chgo.

1. Summons & Complaint
2. Interrogatories

FILED

MAY 5 1964

ALICE I. DUCK, CLERK
REGISTER

LOIS H. BURROUGHS,	⌘	
Plaintiff,	⌘	
	⌘	IN THE CIRCUIT COURT OF
vs.	⌘	
	⌘	BALDWIN COUNTY, ALABAMA
THE INDEPENDENT LIFE AND	⌘	
ACCIDENT INSURANCE COMPANY,	⌘	AT LAW NO. 6039
Defendant.	⌘	

PLEA:

Comes now the Defendant, by its attorneys, and for answer to the Complaint heretofore filed against it in the above styled cause, pleads, separately and severally, as follows:

1. That the allegations of the Complaint are untrue.

2. That the Contract of Insurance entered into between the Defendant and Paul F. Burroughs on the 22nd day of April, 1963, and which is the contract here sued upon, provided, " the agreement as to benefit under this policy shall be null and void if the insured's death or injury resulted directly and entirely, from any of the following causes: 1. Self-inflicted injuries or destruction, while sane or insane,..."; and the insured, Paul F. Burroughs did, on, to-wit: January 8, 1964, die of self-inflicted injuries. That the Defendant is indebted to the Plaintiff in the amount of Twenty Dollars (\$20.00) with interest at the rate of six per cent (6%) per annum from the 22nd day of April, 1963, which said amount is tendered to the Plaintiff at this time and herewith paid into court; hence the Plaintiff can not recover in this suit.

3. The Defendant saith that it tenders to the Plaintiff the amount due to her, to-wit: Twenty Dollars (\$20.00) together with interest thereon at the rate of six per cent (6%) and the further sum of Twenty Six Dollars and Seventy Cents (\$26.70) to cover the costs of court now due in this cause, and now brings

the money into court.

CHASON, STONE & CHASON

By: John Earle Chason
Attorneys for Defendant

The Defendant respectfully demands
a trial of this cause by jury.

CHASON, STONE & CHASON

By: John Earle Chason

FILED

MAY 20 1984

ALICE J. DUCK, CLERK
REGISTER

LOIS H. BURROUGHS,

Plaintiff,

VS.

THE INDEPENDENT LIFE AND
ACCIDENT INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF

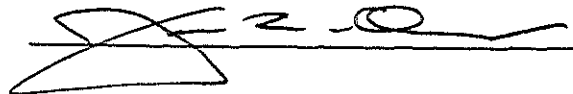
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6039

AMENDMENT

Now comes the plaintiff and shows unto the court that since the commencement of this action she has remarried and that her married name is now Lois H. Dyess and amends the complaint in this cause by changing the name of the plaintiff to Lois H. Dyess, formerly Lois H. Burroughs.



Filed
9-18-64
W. J. French
clerk