

ELIZABETH HARRELL,	I	IN THE CIRCUIT COURT OF
	I	BALDWIN COUNTY, ALABAMA
PLAINTIFF	I	
	I	AT LAW
VS	I	
GUARANTEE RESERVE LIFE	I	
INSURANCE COMPANY, a	I	
corporation,	I	NO. <u>6804</u>
	I	
DEFENDANT	I	

AMENDED COMPLAINT

Comes now the Plaintiff in the above styled cause and amends her Complaint to read as follows:

1.

The Plaintiff claims of the Defendant the sum of to-wit, TWO HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$233.00) due on a written contract of Insurance Policy N. H 510-754, whereby the Defendant on to-wit, September 17, 1964 insured the said Plaintiff against loss by reason of hospital and surgical expense due to injury and sickness, which resulted to Plaintiff on to-wit, August 2, 1965, when the Plaintiff underwent an operation of ligation and stripping of veins in her left leg; Plaintiff avers that the operation is included within the terms of the Policy and that she had performed all of the other conditions of the said contract on her part; that the premiums on the Policy had been paid, and that said contract was in force and effect on the date aforesaid. Under the terms of the contract the Defendant agreed among other things to pay the Plaintiff the following amounts as result of sickness or injury: \$18.00 per day on a hospital room, and Plaintiff avers she used a hospital room for four days; \$35.00 for operating room; \$35.00 for administration of anesthetics; \$10.00 for laboratory examination; \$25.00 for drugs and dressings; and \$56.00 for stripping of saphenous veins, if these expenses were incurred as a result of a sickness or injury and your Plaintiff avers that they were incurred as a result of a sickness or injury, that Defendant has breached the said contract on its part in that it failed and refused to pay hospital benefits, anesthesia services and surgery, under the terms of said Policy after

Plaintiff had been confined in a hospital for to-wit, four days, of which claim of Plaintiff the Defendant has had due notice, said Policy is the property of Plaintiff and said sum of money with the interest due thereon, is still unpaid.

2.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$117.00) due on a written contract of Insurance Policy No. H 510-705, whereby the Defendant on the 17th day of September, 1964 insured the Plaintiff against loss by reason of medical or surgical expenses due to injury or sickness. The Plaintiff avers that she was sick and injured on to-wit, March 15, 1965, April 27, 1965, May 26, 1965, June 30, 1965 and August 3, 1965, when Plaintiff underwent an operation of ligation and stripping of veins of her left leg, and when her chest was x-rayed, and her stomach was x-rayed and she received other clinical examinations; The Plaintiff avers that all of this was included within the terms of the Policy and that she has performed all of the other conditions of said contract on her part; that the premiums on the Policy have been paid and that said contract was in force and effect on the date aforesaid. Under the terms of the contract the Defendant agreed, among other things, to pay the Plaintiff the following amounts as result of sickness or injury: \$56.00 for having saphenous veins stripped, \$25.00 for x-ray examination, the Plaintiff avers that she had two x-ray examinations, \$5.00 for laboratory examinations and \$3.00 for treatment by a Doctor, and the Plaintiff avers that she was treated by a Doctor twice. The Plaintiff avers that she incurred the above expenses as the result of a sickness or injury, that the Defendant has breached the said contract by refusing to pay all of the aforesaid under the terms of the Policy after the Defendant had due notice, the aforesaid Policy is the property of Plaintiff and the sum of money with interest thereon, is still due and unpaid.

STATE OF ALABAMA  
BALDWIN COUNTY

WILTERS, BRANTLEY & NESBIT

By:

Phyllis S. Nesbit  
Attorney for Plaintiff

I, Phyllis S. Nesbit, Attorney for the Plaintiff, hereby certify that I have mailed a copy of the foregoing Amended Complaint to Chason, Stone & Chason, Attorneys at Law, on this the 5<sup>th</sup> day of February, 1966.

Phyllis S. Nesbit  
Attorney for the Plaintiff

FILED  
FEB 3 1966  
CLERK  
REGISTER

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

ELIZABETH HARRELL,  
Plaintiff

VS

GUARANTEE RESERVE LIFE  
INSURANCE COMPANY, a  
corporation,  
Defendant

AMENDED COMPLAINT

Winters, Brantley & Nesbit,  
Robertsdale, Alabama  
Plaintiff's attorney

Chason, Stone & Chason,  
Bay Minette, Alabama  
Defendant's attorney

FILED

ELIZABETH HARRELL,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
GUARANTEE RESERVE LIFE	X	AT LAW
INSURANCE COMPANY,		NO. 6804
a corporation,	X	
Defendant.	X	

PLEA

Comes now the Defendant in the above styled cause by its attorneys and for plea to the amended complaint heretofore filed against it in said cause and to each and every count thereof, separately and severally, pleads separately and severally as follows:

1. The allegations of the complaint are untrue.
2. That the loss alleged by the plaintiff was occasioned by sickness or disease contracted and commencing before this policy had been in force for thirty days after its date of issue.

CHASON, STONE & CHASON

By: \_\_\_\_\_

Attorneys for Defendant

CERTIFICATE OF SERVICE

I, John Earle Chason, one of the Solicitors of Record for the Defendant in the above styled cause, do hereby certify that I have this day mailed a copy of the foregoing Plea to Phyllis Nesbit, attorney for the Plaintiff, by United States mail, postage prepaid and properly addressed to her at her office in Robertsdale, Alabama.

Witness my hand in Bay Minette, Alabama, this 23<sup>rd</sup> day of March, 1966.

\_\_\_\_\_  
John Earle Chason

**FILED**

MAR 24 1966

ALICE L. DICK, CLERK  
REGISTER

6804

ELIZABETH HARRELL,

Plaintiff,

vs.

GUARANTEE RESERVE LIFE  
INSURANCE COMPANY,  
a corporation,

Defendant.

\*\*\*\*\*

PLEA

\*\*\*\*\*

FILED

MAR 27 1966

ALICE L. DUNN, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

STATE OF ALABAMA  
BALDWIN COUNTY

No. 6504

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon GUARANTEE RESERVE LIFE INSURANCE COMPANY,  
a corporation. Attorney for service is the Superintendent of  
Insurance of the State of Alabama.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed  
in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

GUARANTEE RESERVE LIFE INSURANCE COMPANY,  
a corporation Defendant.....

by .....  
ELIZABETH HARRELL Plaintiff.....

Witness my hand this. 30 day of Dec 1965  
Alice J. Luck Clerk

No. 6804 Page.....

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

ELIZABETH HARRELL

Plaintiffs

vs.

GUARANTEE RESERVE LIFE

INSURANCE COMPANY, a

corporation

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

..... Clerk

Wilters, Brantley & Nesbit

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
**RECEIVED IN OFFICE**

**RECEIVED**

Received In Office

DEC 30 1965

M. S. BUTLER, Sheriff

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

Executed by serving 2 copies of

the within on Walter S.

Hausman Superintendent

of Insurance, State of Alabama

This The 3 day of Jan 1966

Sheriff of Montgomery County

M. S. Butler,

By J. Brantley D. S.

The Sheriff claims 2

miles at 10c per mile for a total

\$ 20

M. S. Butler, Sheriff  
Montgomery County, Ala.

Deputy Sheriff

ELIZABETH HARRELL,

PLAINTIFF

VS

GUARANTEE RESERVE LIFE  
INSURANCE COMPANY, a corporation

DEFENDANT

I IN THE CIRCUIT COURT OF  
I BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6804

1.

The Plaintiff claims of the Defendant the sum of to-wit, TWO HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$233.00) due on a contract of Insurance, Policy No. H 510-754, whereby the Defendant on to-wit, September 17, 1964 insured the said Plaintiff against illness, which resulted to Plaintiff on to-wit, August 2, 1965, when the Plaintiff underwent an operation of ligation and stripping of veins in her left leg; Plaintiff avers that the operation is included within the terms of the Policy and that she had performed all of the other conditions of the said contract on her part; that the premiums on the Policy had been paid, and that said contract was in force and effect on the date aforesaid, that Defendant has breached the said contract on its part in that it failed and refused to pay hospital benefits, anesthesia services and surgery, under the terms of said Policy after Plaintiff had been confined in a hospital for to-wit, four days, of which claim of Plaintiff the Defendant has had due notice, said Policy is the property of Plaintiff and said sum of money with the interest due thereon is still unpaid.

2.

The Plaintiff claims of the Defendant the sum of to-wit, EIGHTY ONE AND NO/100 DOLLARS (\$81.00) due on a contract of Insurance, Policy No. H 510-705, whereby the Defendant on to-wit, September 17, 1964 insured the said Plaintiff against loss by reason of medical or surgical expense, which resulted to Plaintiff on to-wit, March 15, 1965, April 27, 1965, May 26, 1965 and June 30, 1965 and August 3, 1965, when Plaintiff was given various diagnostic tests and underwent surgery for ligation and



and stripping of veins of her left leg within the terms of the Policy and that she had performed all of the other conditions of the said contract on her part; that the premiums on said Policy had been paid and that said contract was in force and effects on the dates aforesaid, that Defendant breached the said contract on its part in that it failed and refused to pay medical and surgical benefits under the terms of the Policy after Plaintiff had undergone the various diagnostic tests and surgery of which claim of Plaintiff the Defendant has had due notice, said Policy is the property of Plaintiff and said sum of money with the interest thereon, is still unpaid.

FILED  
DEC 20 1965  
ALICE J. DUCK, CLERK  
REGISTER

WILTERS, BRANTLEY & NESBITT

By:

*Phyllis S. Nesbitt*  
Attorney for Plaintiff

ELIZABETH HARRELL,	X		
Plaintiff,	X		
vs.	X	IN THE CIRCUIT COURT OF	
	X	BALDWIN COUNTY, ALABAMA	
GUARANTEE RESERVE LIFE	X	AT LAW	No.6804
INSURANCE COMPANY, A			
Corporation,	X		
Defendant.	X		

DEMURRER

Comes now the Defendant by its attorneys and demurs to the Complaint heretofore filed against it in the above styled cause and to each count thereof separately and severally and assigns the following separate and several grounds in support thereof:

1. The Complaint fails to state a cause of action.
2. The Complaint fails to set out the contract sued upon or allege sufficient facts to show the Defendant's obligation under such contract.
3. Count One of said Complaint fails to allege that the Defendant insured the Plaintiff against loss caused by medical expense.
4. The Complaint does not allege that the contract sued on was in writing.
5. The Complaint fails to allege facts sufficient to show the amounts which the Defendant contracted to pay to or for the Plaintiff for loss caused by illness.
6. The Complaint fails to sufficiently set out the terms of the alleged contract as to the payment of hospital and surgical benefits.

7. The Complaint fails to sufficiently set out the terms of the alleged contract as to maximum liability of the Defendant for payment on behalf of the Plaintiff of hospital and surgical benefits.

CHASON, STONE & CHASON

By John Earle Chason

CERTIFICATE OF SERVICE

I, John Earle Chason, hereby certify that I have this day mailed a copy of the foregoing Demurrer to Phyllis Nesbit, Attorney for the Plaintiff, properly addressed to her at her office in Robertsdale, Alabama, with postage prepaid.

CHASON, STONE & CHASON

By: John Earle Chason

FILED

JAN 27 1966

ALICE L. DICK, CLERK  
REGISTER

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 3rd day of January, 1966, I sent by registered mail in an envelope as follows:

Guarantee Reserve Life Insurance Company  
128 State Street  
Hammond, Indiana

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Elizabeth Harrell, Plaintiff

VERSUS

in the Circuit Court of Baldwin County

Guarantee Reserve Life Insurance Company, a corp. Defendant  
(Name of Court)

And that on the 7th day of January, 1966, I received the return card showing receipt by the designated addressee of said envelope on the 5th day of January, 1966.

Witness my hand and official seal this the 7th day of January, 1966.

FILED

JAN 10 1966

ANCE L. DUCK, CLERK  
REGISTER

Walter S. Houscal  
SUPERINTENDENT OF INSURANCE

ELIZABETH HARRELL,

Plaintiff,

vs.

GUARANTEE RESERVE LIFE INSURANCE  
COMPANY, A Corporation,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6804

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

FILED

JAN 27 1966

ALICE J. DICK, CLERK  
REGISTER

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. Box 130