

GRADY THAMES,	I	IN THE CIRCUIT COURT OF
Plaintiff,	I	BALDWIN COUNTY, ALABAMA
VS.	I	
UNITED SECURITY LIFE	I	
INSURANCE COMPANY,	I	
a corporation,	I	
Defendant.	I	CASE NO. 5446

AMENDED COMPLAINT

Comes now the plaintiff in the above styled cause and amends his complaint to read as follows:

Count 1. The Plaintiff claims of the Defendant the sum of Ninety-nine and 99/100 (\$99.99) dollars due on a policy, whereby the Defendant, on the 15th day of March, 1965, insured for a term of one (1) year and from year to year thereafter, as long as the annual premiums were paid, against the Plaintiff's injury or sickness necessitating confinement in a lawfully operating hospital. The Plaintiff avers that he was treated in a lawfully operating hospital and remained there for a period beginning March 9, 1966, and ending March 17, 1966, of which the Defendant has had notice. The Plaintiff avers, that at the time of this confinement at a lawfully operated hospital, the premium on said policy had been paid and accepted by the Defendant, that said policy was in full force and effect on, and including March 17, 1966, at the time when the Plaintiff was confined in said hospital.

Count 2. The plaintiff claims of the Defendant the sum of Ninety-nine and 99/100 (\$99.99) dollars due on a policy, whereby the Defendant, on the 15th day of March, 1965, insured for a term of one (1) year and from year to year thereafter, as long as the annual premiums were paid, against the Plaintiff's injury or sickness necessitating confinement in a lawfully operating hospital. The Plaintiff avers that he was treated in a lawfully operating hospital and remained there for a period beginning July 6, 1966, and ending July 13, 1966. The Plaintiff avers, that at the time of this con-

finemant at a lawfully operated hospital, the premium on said policy had been paid and accepted by the Defendant, that said Policy was in full force and effect on, and including July 13, 1966, at the time when the Plaintiff was confined in said hospital.

"The Plaintiff avers that the Defendant denied liability on the claim set out in court one of this complaint and refused to pay the same. The Plaintiff believing that notice to the Defendant of this claim would be a futile gesture, filed suit instead.

The Defendant, because of its denial of liability on the first claim is now estopped from claiming this as a defense in this cause."

WILTERS, BRANTLEY & NESBIT

By: *Sheldon L. Nesbit*

FILED

AUG 21 1967

ALICE J. DUCK

CLERK
REGISTER

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19 day of August 1967 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By: *Sheldon L. Nesbit*