

STATE OF ALABAMA

DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 14th day of November, 1966, I sent by registered mail in an envelope as follows:

American Family Life Assurance Company of Columbus  
1135 - 13th Street  
Columbus, Georgia 31902

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:

William J. Reding, Plaintiff

in the Circuit Court of Baldwin County

VERSUS

American Family Life Assurance Company  
of Columbus, a corporation, Defendant

(Name of Court)

And that on the 17th day of November, 1966, I received the return card showing receipt by the designated addressee of said envelope on the 16th day of November, 1966.

Witness my hand and official seal this the 17th day of November, 1966.

Walter S. Housal

SUPERINTENDENT OF INSURANCE

FILED

NOV 18 1966

Alice L. Duck, CLERK  
REGISTER

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

PLEA

Now comes the defendant, by its attorney, and for answer to the complaint heretofore filed in this cause says, separately and severally, as follows:

1. The allegations of the complaint are untrue.
2. That the contract of insurance entered into between the plaintiff and defendant on the 15th day of January, 1966, and which is the contract sued upon herein, provided: "A. This policy does not cover any loss or disability resulting from (a) suicide or any attempt thereat, while sane or insane; (b) rest cures, mental disorders, dental treatment, including extractions; (c) military or naval service in time of war; or confinement for diagnostic purposes, nervous disorder .....". The defendant avers that Tomy P. Reding, the son of the plaintiff, was treated in a hospital for mental disorder, diagnostic purposes or nervous disorder during the period of time alleged in the complaint, hence the plaintiff cannot recover in this suit.

~~Attorney~~ for Defendant

FILED  
NOV 30 1966  
FBI - NEW YORK

WILLIAM J. REDING,	Y	IN THE CIRCUIT COURT OF
PLAINTIFF	Y	BALDWIN COUNTY, ALABAMA
VS	Y	AT LAW
AMERICAN FAMILY LIFE ASSURANCE	Y	
COMPANY of COLUMBUS,	Y	
a corporation,	Y	
DEFENDANT	Y	NO. <u>2251</u>

1.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$438.00) due on a policy whereby the Defendant on the 15th day of January, 1966, insured for a term of one month and from month to month thereafter, as long as the monthly premiums were paid, against the Plaintiff's injury and sickness and the injury and sickness of others, including his son, Tomy P. Reding, necessitating Confinement in a lawfully operated hospital; that by the terms of this policy the Defendant agreed to pay at the rate of \$15.00 per day for a hospital room for the use of the Plaintiff and other members of his family and agreed to pay miscellaneous hospital expenses not to exceed an aggregate amount equal to ten times the daily room benefits and agreed to pay further, doctors fees in an amount not exceeding \$3.00 per day for doctors visits. The Plaintiff avers that his son, Tomy P. Reding, was treated in a lawfully operated hospital and remained there for a period beginning April 7th and ending April 22, 1966, that the charge for the room for this boy exceeded \$15.00 per day, that miscellaneous expenses exceeded \$150.00 which is ten times the daily room benefit, that he was seen by a doctor every day while in the hospital and that this charge exceeded three times \$48.00. The Plaintiff avers that the premium on this policy had been paid and accepted by the Defendant, that the said policy was in full force and effect on the 7th day of

April, 1966, at the time when the Plaintiff's son, Tomy P. Reding was confined in said hospital. The Plaintiff avers that the Defendant has had notice of this claim and has refused and failed to date, to pay the same.

WILTERS, BRANTLEY & NESBIT

By:

*Stephen M Brantley*  
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. ....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon AMERICAN FAMILY LIFE ASSURANCE COMPANY  
of COLUMBUS, a corporation, whose agent is the Superintendent of  
Insurance for the State of Alabama, in Montgomery

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.....

AMERICAN FAMILY LIFE ASSURANCE COMPANY of COLUMBUS  
a corporation....., Defendant.....

by .....

WILLIAM J. REDING....., Plaintiff.....

Witness my hand this.....10.....day of.....Nov.....1966.

EX-11-14-66  
Reing J. Reding Clerk

No. 7251

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WILLIAM J. REDING

Plaintiffs

vs.

AMERICAN FAMILY LIFE ASSUR-  
ANCE CO., of COLUMBUS

Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

WATSON TO 1966

Clerk

ALICE J. DICK, CLERK  
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

This Complaint should be  
served on the Superintendent  
of Insurance for the State of  
Alabama

Received in Office

NOV 10 1966

19.....

M. S. BUTLER, Sheriff  
have executed this summons

this 19.....

by leaving a copy with

Executed by serving 2 copies of

the within on Walter A.

Boonall Superintendent

of Insurance, State of Alabama

This the 1st day of Nov 1966

Sheriff of Montgomery County

M. S. Butler,

By M. S. Butler D. S.

The Sheriff claims \$1.00 travel ex-  
pense on each of

processes or returns 100

M. S. Butler, Sheriff

Montgomery County,

Alabama.

Sheriff

Deputy Sheriff