THORNTON AND McGOWIN
ATTORNEYS AT LAW
713 MERCHANTS NATIONAL BANK BUILDING
POST OFFICE BOX 23
MOBILE, ALABAMA 36601

J. EDWARD THORNTON
NICHOLAS S. McGOWIN

TELEPHONE
433-3991

November 4, 1970

Mrs. Alice J. Duck
Circuit Clerk
Baldwin County Court House
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Evelyn L. Stapleton v. Prudential Ins. Co. No. 9136

I herewith enclose an Answer and Interrogatories on behalf of the defendant in the above noted case which we would appreciate your filing for us and acknowledge receipt on the enclosed copy of this letter.

With kind personal regards, I am

Yours very truly,

J. Edward Thornton

JET:mb

Encls.

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT

OF ALABAMA

EVELYN L. STAPLETON,	*	
Plaintiff,	*	
vs.	*	AT LAW NO. 9136
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation,	*	
Defendant.	*	

ANSWER

Comes now the defendant in the above styled cause and for pleas and answer to the Complaint as amended and to each count thereof, separately and severally, avers:

1. The allegations of the complaint are untrue.

2. The expenses claimed by plaintiff were not incurred while said policy was in force as to plaintiff's Testator, for that plaintiff's Testator voluntarily left the employment of Ross Jewelers, Inc., on, to-wit, the 25th day of October, 1968, and thereby terminated the employment and the insurance, and therefore since the expenses claimed herein were incurred after the termination of the insurance, such expenses were not covered by said policy and said defendant is not liable therefor.

Thornton McGowin
Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 3rd day of Nov, 1970, 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, with first class postage prepaid.

Edward Thornton

FILED

NOV 5 1970

ALICE J. DUCK CLERK REGISTER

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT

OF ALABAMA

EVELYN L. STAPLETON,	*	
Plaintiff,	*	
vs.	*	AT LAW NO. 9136
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation,	*	
Defendant.	*	

INTERROGATORIES

1. Set forth each item of expense claimed in this suit, listing

(1) The date of each item of expense

(2) To whom each item of expense was incurred

(3) The amount of the item of expense

2. Set forth in detail the reasons given by Evelyn L. Stapleton to her employer, Ross Jewelry, Inc., why she terminated her employment with them on or about October 25, 1968.

Thornton & McGowin
Attorneys for Defendant

STATE OF ALABAMA,

COUNTY OF MOBILE.

Personally appeared before me, the undersigned authority in and for said County in said State, J. EDWARD THORNTON, who, being known to me, and being by me first duly sworn, deposes and says:

That he is one of the attorneys of record for the defendant in the above styled cause and as such is duly authorized to make this affidavit; and that the answers to the foregoing interrogatories, if truly made, will be material testimony for defendant at the trial of said cause.

J. Edward Thornton

J. EDWARD THORNTON

Subscribed and sworn to before me

on this the 3rd day of November, 1970.

Muriel F. Boswell

Notary Public, Mobile County, Alabama

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 3rd day of Nov, 1970, 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, with first class postage prepaid.

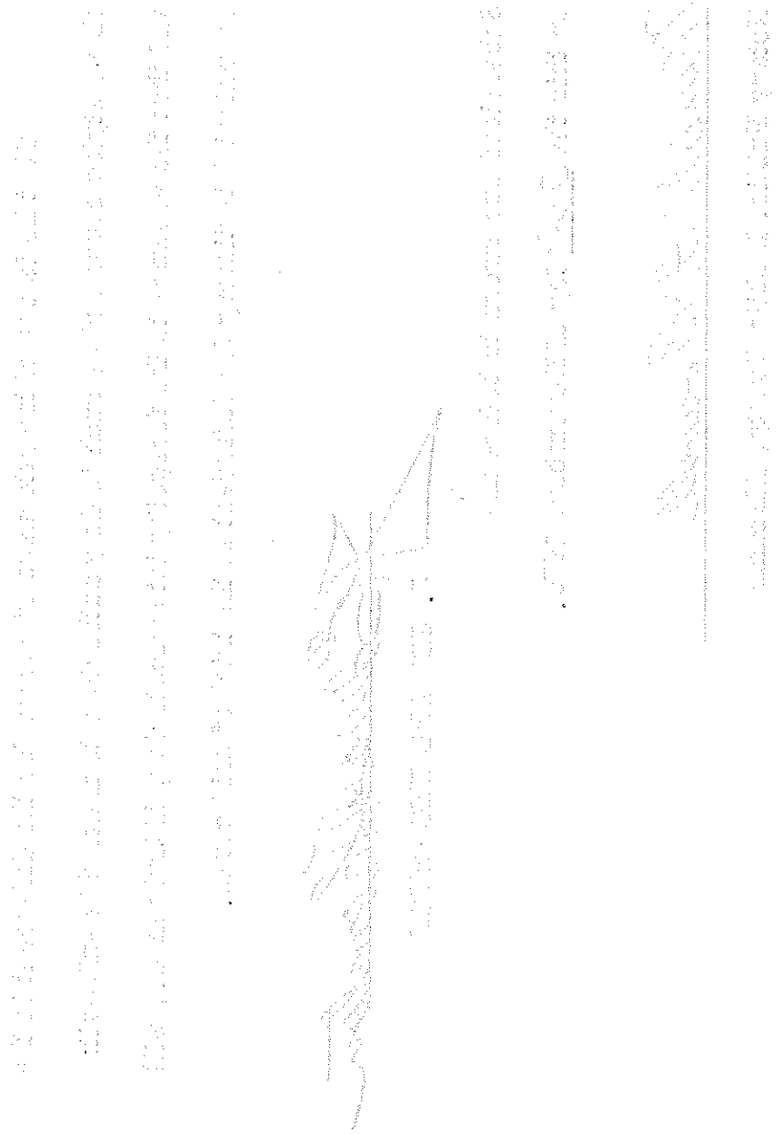
J. Edward Thornton

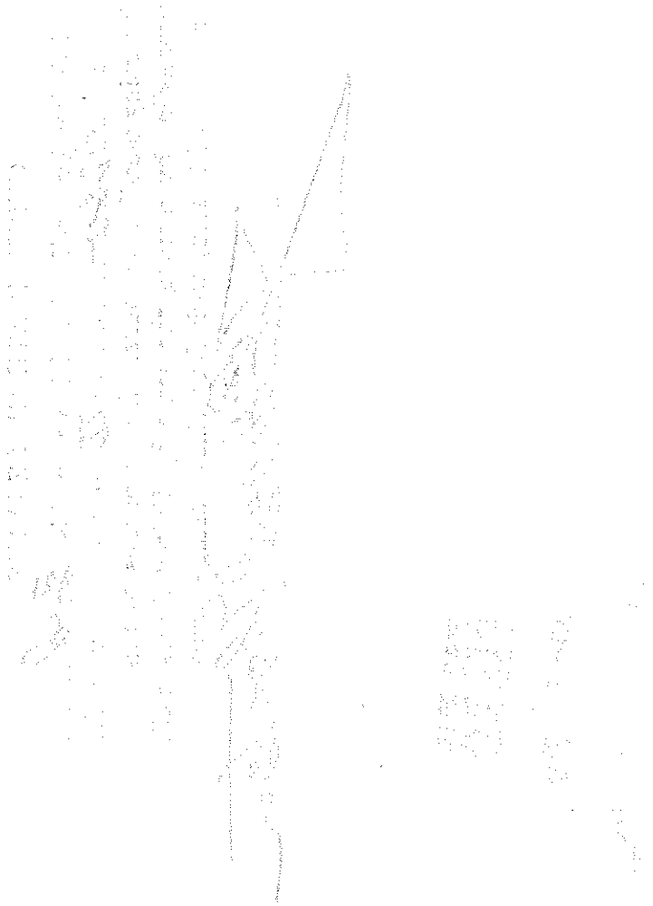
FILED

NOV 5 1970

ALICE J. DUCK CLERK REGISTER

9136





EVELYN L. STAPLETON,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
		AT LAW NO. 9136
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation,	X	
Defendant.	X	

AMENDED COMPLAINT

Comes now Hope Bokus as Executrix of the Estate of Evelyn Leak Stapleton, Deceased, and amends said cause so that the same shall read as follows:

HOPE BOKUS, As Executrix of the Estate of EVELYN LEAK STAPLETON, Deceased,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	
	X	BALDWIN COUNTY, ALABAMA
vs.	X	
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation,	X	AT LAW NO. 9136
Defendant.	X	

The Plaintiff claims of the Defendant the sum of Eight Thousand Dollars ($8,000.00) due on a policy whereby the Defendant on the 24th day of January, 1964, insured Evelyn L. Stapleton under Group Policy GO-51227, Certificate No. 118 as an employee of the policyholder, Ross Jewelers, Inc., for major medical expense due to illness as defined under the terms and provisions of such policy a copy of which is attached to the original complaint filed in this cause, and the said Evelyn L. Stapleton while covered by said policy, did incur expenses as claimed between the dates of

August 11, 1968 until the present time, of which the Defendant has had due notice. Said policy is the property of the Plaintiff.

CHASON, STONE & CHASON

By: John Earle Chason
Attorneys for Plaintiff

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT

OF ALABAMA

EVELYN L. STAPLETON,	*	
Plaintiff,	*	
vs.	*	AT LAW NO. 9136
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation,	*	
Defendant.	*	

ANSWER

Comes now the defendant in the above styled cause and for pleas and answer to the Complaint and each count thereof, separately and severally, avers:

1. The allegations of the complaint are untrue.

2. The expenses claimed by plaintiff were not incurred while said policy was in force as to plaintiff, for that plaintiff voluntarily left the employment of Ross Jewelers, Inc., on, to-wit, the 25th day of October, 1968, and the coverage under the policy continued only until January 15, 1969, but the expenses claimed herein were incurred after the 15th day of January, 1969, and therefore, such expenses were not covered by said policy.

Thornton, McLewin

Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 16 day of March, 1970, 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, with first class postage prepaid.

J. Edward Thornton

FILED

MAR 17 1970

ALICE J. DUCK CLERK REGISTER

THORNTON AND McGOWIN
ATTORNEYS AT LAW
713 MERCHANTS NATIONAL BANK BUILDING
POST OFFICE BOX 23
MOBILE, ALABAMA 36601

J. EDWARD THORNTON
NICHOLAS S. McGOWIN

TELEPHONE
433-3991

March 16, 1970

Mrs. Alice Duck
Circuit Clerk
Court House
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Evelyn L.Stapleton v. Prudential Ins. Co. At Law No. 9136

We herewith enclose an Answer in the above noted case, a copy of which has been served on opposing counsel which we would appreciate your filing for us.

With kind personal regards, I am

Yours very truly,

J. Edward Thornton

JET:mb

Encl.

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned as Superintendent of Insurance for the State of Alabama, hereby certify that on the 20th day of February, 1970, I sent by registered mail in an envelope as follows:

Mr. William H. Jobes, Counsel
Prudential Insurance Company of America
P. O. Box 4579
Jacksonville, Florida

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:

Evelyn L. Stapleton, Plaintiff

VERSUS

in the Circuit Court of Baldwin County
(Name of Court)

Prudential Insurance Company of America, Defendant

And that on the 26th day of February, 1970, I received the return card showing receipt by the designated addressee of said envelope on the 24th day of February, 1970.

Witness my hand and official seal this the 3rd day of March, 1970.

R. Frank Usery
SUPERINTENDENT OF INSURANCE

STATE OF ALABAMA

IN THE CIRCUIT COURT - AT LAW

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon The Prudential Insurance Company of America, a corporation, 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 same, then and there to answer the Complaint of Evelyn L. Stapleton.

WITNESS my hand this 19 day of February, 1970.

Alice D. Hawk
Clerk

EVELYN L. STAPLETON, Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation, Defendant.	X	AT LAW 9136

The Plaintiff claims of the Defendant the sum of Eight Thousand Dollars ($8,000.00) due on a policy whereby the Defendant on the 24th day of January, 1964, insured the Plaintiff under Group Policy GO-51227, Certificate No. 118 as an employee of the policyholder, Ross Jewelers, Inc., for major medical expense due to illness as defined under the terms and provisions of such policy a copy of which is hereto attached and made a part hereof as though fully set out herein and the Plaintiff, while covered by said policy, did incur expenses as claimed between the dates of

August 11, 1968 until the present time, of which the Defendant has had due notice. Said policy is the property of the Plaintiff.

CHASON, STONE & CHASON

By: John E. Chason
Attorneys for Plaintiff

Plaintiff respectfully demands a trial of this cause by a jury.

CHASON, STONE & CHASON

By: John E. Chason
Attorneys for Plaintiff

FILED
FEB 19 1970
ALICE J. DUCK CLERK REGISTER

VOL 64 PAGE 536

2-2-20-70

The Prudential Insurance Company of America

(HEREIN CALLED THE INSURANCE COMPANY)

CERTIFIES that the Employee named herein is insured for Major Medical Expense Insurance under Group Policy No. GO-51227 , insuring certain Employees of

ROSS JEWELERS, INC.

(HEREIN CALLED THE POLICYHOLDER)

EMPLOYEE: EVELYN L.STAPLETON

CERTIFICATE NO. 118

EFFECTIVE DATE: JANAURY 24,1964
(Provided the Employee is then actively at work on full time.)

The Employee is insured with respect to his own illnesses and with respect to the illnesses of all the qualified dependents he has on the effective date of this Certificate or may thereafter acquire, except as provided in the section of this Certificate entitled "Deferment of A Dependent's Insurance" and except that no insurance will be provided with respect to illnesses of any excluded person or persons referred to below unless the Employee complies with the requirements of the Group Policy for insurance with respect to illnesses of said person or persons.
Excluded persons: "DEPENDENTS, IF ANY, EMPLOYEE HAS ON THE ABOVE DATE, AND ANY THEREAFTER ACQUIRED"

The provisions of the Group Policy principally affecting the Employee's Major Medical Expense Insurance are summarized on this and the following pages of this Certificate. All benefits are subject in every respect to the Group Policy, which alone constitutes the agreement under which payments are made.

Carrol M. Shanks
President.

GROUP MAJOR MEDICAL EXPENSE INSURANCE CERTIFICATE
NON-OCCUPATIONAL COVERAGE

ORD 26522 ED 9-57
A

VOL 64 PAGE 537

Printed 8-59

If you acquire a qualified dependent after becoming insured for Major Medical Expense Insurance, the name of such dependent should be reported to the Policyholder immediately. Should you cease active work for any reasons, contact the Policyholder at once to determine what arrangements, if any, can be made to continue your insurance.

GO-51227

A-14249

DEFINITIONS

As used in this Certificate, the following terms shall have the meanings set forth below:

The term "employee major medical insurance" means insurance under the Major Medical Expense Insurance provisions of the Group Policy pertaining to an Employee's own illnesses.

The term "dependents major medical insurance" means insurance under the Major Medical Expense Insurance provisions of the Group Policy pertaining to illnesses of dependents.

The term "qualified dependent" as used herein means only the unmarried child of an Employee, or the wife or husband of an Employee, excluding in any case:

(a) A child nineteen or more years of age;

(b) A legally separated wife or husband;

(c) Any wife, husband or child while such person is on active duty in any military, naval or air force of any country; and

(d) Any wife, husband or child who is insured under the Major Medical Expense Insurance provisions of the Group Policy as an Employee of the Policyholder.

An Employee's children will include any step-children, legally adopted children, and foster children, provided such children are dependent upon the Employee for support and maintenance and have been reported to the Policyholder for the insurance.

While both a husband and his wife are insured for employee major medical insurance as Employees of the Policyholder, the wife will not be considered to have any qualified dependents.

The term "benefit year" means the period commencing on January 1 of any calendar year and terminating at the expiration of December 31 of such calendar year.

The term "standard semi-private room daily rate", in the case of a hospital which does not have semi-private accommodations, means 80% of the daily charges for hospital regular daily services made by the hospital for its lowest rate private accommodations.

The term "covered individual" means an Employee who is insured for employee major medical insurance or a qualified dependent with respect to whom an Employee is insured for dependents major medical insurance.

The term "physician" means a physician or surgeon licensed to practice medicine and perform surgery.

The term "hospital" means an institution operated pursuant to law which is primarily engaged in providing, for compensation from its patients, medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis, and which provides such facilities under the supervision of a staff of physicians and with twenty-four hour a day nursing service by registered graduate nurses. In no event, however, shall such term include any institution or part thereof which is used principally as a rest facility, nursing facility or facility for the aged or for the care and treatment of drug addicts or alcoholics.

The term "illness" means a bodily disorder, mental infirmity or bodily injury. However, all bodily injuries sustained in any one accident will be considered one illness, and all bodily disorders existing simultaneously which are due to the same or related causes will be considered one illness. Furthermore, if an illness is due to causes which are the same as or related to the causes of a prior illness and there has been no recovery from the prior illness, the illness will be considered a continuation of the prior illness and not a separate illness.

DEFERMENT OF A DEPENDENT'S INSURANCE

If, on the date the dependents major medical insurance would otherwise become effective with respect to a qualified dependent, such dependent is confined in any institution for care or treatment of bodily disorder, mental infirmity or bodily injury or is unable because of one or more of them to carry on the regular and customary activities of a person in good health and of the same age and sex whether or not so confined, or was so confined or unable to carry on such regular and customary activities at any time during the thirty-one day period immediately prior thereto, the dependents major medical insurance with respect to such dependent will not then take effect. In lieu thereof, such insurance will, subject to any requirements of the Group Policy as to employee major medical insurance, take effect on the last day of a period of thirty-one consecutive days during all of which such dependent carried on the regular and customary activities of a person in good health and of the same age and sex, and was at no time during such period so confined. However, if the Employee furnishes evidence of the insurability of such dependent, without expense to the Insurance Company, before the end of such period and the Insurance Company determines such evidence to be satisfactory as of a date prior thereto, then such insurance will take effect on such date, subject to any requirements of the Group Policy as to employee major medical insurance.

BENEFITS

Benefits will be payable, in accordance with Part I and Part II hereof, with respect to eligible charges which are incurred in connection with the illnesses of the Employee or qualified dependent while such person is a covered individual. The payment of such benefits will, however, be subject to the provisions of the section "Individual Maximum" and all other Major Medical Expense Insurance provisions of the Group Policy.

Part I

The benefits specified in (1), (2) and (3) below will be payable with respect to the charges enumerated therein.

(1) 100% of the eligible charges described in Items 1, 2, 3 and 4 of Provision A of the section "Eligible Charges" which, except as provided in the last paragraph of this Part I, are incurred during a confinement in a hospital for which a room and board charge is made to the Employee or qualified dependent.

The total payment under this provision (1) for all charges which are incurred during any one period of confinement will in no event exceed $300.00.

Separate confinements will be considered one period of confinement unless the later confinement commences after complete recovery from the illness causing the earlier confinement, or unless the later confinement results from causes entirely unrelated to the causes of the earlier confinement, or, in the case of the Employee, unless the later confinement commences after return to active work on full time.

(2) 80 % of the excess, if any, of (a) the eligible charges described in Items 1, 2, 3 and 4 of Provision A of said section "Eligible Charges" which, except as provided in the last paragraph of this Part I, are incurred during a confinement in a hospital for which a room and board charge is made to the Employee or qualified dependent over (b) the amount of benefits payable pursuant to provision (1) above with respect to such charges.

(3) 100% of the eligible charges made by a physician for a surgical operation included in the Schedule of Surgical Operations contained in this Certificate, but in no event will the total payment under this provision (3) for all charges incurred in connection with any one surgical operation exceed the limit applicable to the operation in accordance with said Schedule of Surgical Operations.

The total payment under this provision (3) for all surgical operations performed on a covered individual during any one period of twenty-four consecutive hours will in no event exceed $200.00.

When a confinement in a hospital is for (i) emergency care rendered on account of an accidental bodily injury and within forty-eight hours after such injury is sustained, or (ii) surgery, the requirement that room and board charges be made to the Employee or qualified dependent will not apply to charges specified in provisions (1) and (2) above which are incurred in connection with such emergency care during said forty-eight hour period or which are incurred in connection with such surgery at the time such surgery is performed.

Part II

Part II charges (as herein referred to) are all eligible charges, exclusive of charges with respect to which benefits are payable pursuant to the provisions of Part I above (whether payable under Part I on a 100% basis or a lesser percentage basis), except that Part II charges will include the excess, if any, of the eligible charges described in provision (3) of Part I over the benefits payable pursuant to said provision (3).

The benefits specified in (1) and (2) below will be payable with respect to Part II charges which are incurred during a benefit year, exclusive of (a) the charges used to satisfy the Part II deductible applicable to the benefit year and (b) all Part II charges incurred during the benefit year prior to the beginning of the "accumulation period" for the benefit year referred to below.

(1) 50% of all Part II charges incurred in connection with mental illnesses or functional nervous disorders of any type or cause of any person who is a covered individual, other than charges incurred during a confinement of the covered individual in a hospital for which a room and board charge is made and other than charges incurred in connection with the administration of convulsive therapy.

(2) 80 % of all Part II charges, exclusive of charges with respect to which benefits are payable under provision (1) of this Part II.

Part II Deductible—The Part II deductible applicable to a covered individual for each benefit year will consist of $50.00 of Part II charges incurred as hereinafter provided.

The Part II charges used to satisfy the Part II deductible applicable to a covered individual for a benefit year will be Part II charges incurred in connection with the illnesses of such person, while a covered individual, and during the "accumulation period" for the benefit year (hereinafter defined); provided, however, that if the "accumulation period" for a benefit year begins prior to the first day of such benefit year, as hereinafter provided, no charges incurred during the previous benefit year with respect to which benefits were payable during said previous benefit year will be used toward satisfaction of the Part II deductible.

The "accumulation period" for a benefit year will be the first period of —sixty— or less consecutive days, during which Part II charges are incurred which are sufficient to satisfy the Part II deductible, beginning no earlier than the last two months of the preceding benefit year and ending no later than the last day of the benefit year.

Common Accident Provision—In the event that the Employee and one or more of his qualified dependents, or two or more qualified dependents of the Employee, sustain bodily injuries in the same accident while they are covered individuals, then for the purpose of determining benefits on account of such injuries, but for no other purpose, all Part II charges incurred in connection with such injuries of such covered individuals will, in each benefit year, be used collectively toward the satisfaction of a single Part II deductible applicable to all such covered individuals within a single uniform accumulation period for such benefit year.

Any benefits payable with respect to a covered individual which would not be payable except for the inclusion in the Group Policy of this provision will not be charged against the Individual Maximum applicable to such individual.

Nothing in this provision will be construed as providing less benefits in total for all such persons than would be provided if this provision had not been included in the Major Medical Expense Insurance provisions of the Group Policy.

GC-51227

ELIGIBLE CHARGES

Eligible charges will be the charges actually made to the Employee and his qualified dependents on account of their illnesses for the services, treatments and supplies ordered by a physician which are described in Provision A below, subject to the modifications of Provision B below and to the exceptions hereinafter set forth.

Provision A

(1) Room and board (including all regular daily services) in a hospital, except for room and board charges for each day of confinement in a private room which are in excess of the hospital's standard semi-private room daily rate;

(2) All other hospital services for medical care and treatment exclusive of professional services;

(3) Anaesthesia and its administration;

(4) Local ambulance service;

(5) Physicians' services for medical care and treatment and surgery, excluding dental services unless for the treatment immediately below;

(6) Dental services rendered by a physician, dentist or dental surgeon for the treatment of a fractured jaw or of accidental injuries to natural teeth within six months of the accident (the treatment to include replacement of such natural teeth within said period);

(7) Private duty professional nursing services rendered by a registered graduate nurse other than a close relative;

(8) The following other services, treatments and supplies:

Oxygen and rental of equipment for its administration;
X-ray and laboratory examinations, excluding dental x-rays unless rendered for dental treatment of a fractured jaw or of accidental injuries to natural teeth within six months of the accident;
Treatments by x-ray and by radium or other radio-active substances;
Treatments by a physiotherapist other than a close relative;
Drugs and medicines dispensed by a licensed pharmacist;
Surgical dressings;
Blood and blood plasma;
Artificial limbs and eyes;
Casts, splints, trusses, braces and crutches;
Rental of wheel chair, hospital bed or iron lung.

Provision B

(1) Charges incurred by a covered individual for professional services rendered during a visit by or to a physician in connection with mental illnesses or functional nervous disorders of any type or cause of the covered individual, other than visits which take place during a confinement of the covered individual in a hospital for which a room and board charge is made and other than visits during which convulsive therapy is administered, will only be included to the extent of $20.00 for professional services rendered during each such visit and only to the extent that such charges are incurred in connection with the first fifty of such visits during a benefit year.

(2) Charges incurred in connection with pregnancy, including resulting childbirth, abortion or miscarriage, will only be included to the extent of the charges specified in (i) and (ii) below which are in excess of the charges paid or payable under the additional provisions of the Group Policy pertaining to Maternity Expense Benefits, subject to the further provisions of this Item (2):

(i) charges for a surgical procedure in connection with a pregnancy of a female Employee or the wife of an Employee and related eligible charges incurred thereafter in connection with such pregnancy, where the procedure is a caesarean section performed six months or more after the inception of pregnancy, or where the procedure is for extra-uterine pregnancy or for complications requiring intra-abdominal surgery after termination of pregnancy, or

(ii) charges incurred during confinement in a hospital which are directly related to pernicious vomiting of pregnancy (hyperemesis gravidarum) or to toxemia with convulsions (eclampsia of pregnancy) in connection with a pregnancy of a female Employee or the wife of an Employee.

No charges will be included under (i) or (ii) above unless the pregnancy had its inception while the female Employee or the wife of the Employee, as the case may be, is a covered individual, except that in the case of any Employee who becomes a covered individual on July 15, 1959 or within the thirty-one day period immediately following said date, this requirement shall not apply with respect to any pregnancy of such Employee which had its inception prior to the date such Employee became a covered individual.

The term "close relative" as used above in connection with a registered graduate nurse and a physiotherapist comprises the Employee, the Employee's spouse, and a child, brother, sister and parent of the Employee and of the Employee's spouse.

In no event will the eligible charges include charges for services, treatments or supplies which are not reasonably necessary for the care and treatment of the illness, nor will charges for any services, treatments or supplies be included in excess of customary charges therefor or in excess of such charges as would have been made in the absence of this insurance. A customary charge means the usual charge made by the person, group or other entity rendering or furnishing the services, treatments or supplies but in no event will it mean a charge in excess of the general level of charges made by others rendering or furnishing such services, treatments or supplies, within the area in which the charge is incurred, for illnesses comparable in severity and nature to the illness being treated. The term "area", referred to above, as it would apply to any particular service, treatment or supply means a county or such greater area as is necessary to obtain a representative cross section of persons, groups or other entities rendering or furnishing such service, treatment or supply.

A charge will be deemed to be incurred as of the date of the service, treatment, or purchase giving rise to the charge.

Exceptions—The eligible charges will in no event include:

(a) Charges incurred in connection with a bodily injury arising out of, or in the course of, any employment for wage or profit, or disease covered by a workmen's compensation act or similar legislation or the maritime doctrine of maintenance, wages and cure.

(b) Charges for eye refractions or examinations for the fitting of glasses or hearing aids.

(c) Charges for room and board provided by a hospital for a child during the seven day period immediately following its birth, and charges for medical examinations of any covered individual for "check-up" purposes when not incident and necessary to the treatment of an illness.

(d) Charges incurred in connection with remedying a condition by means of cosmetic surgery unless such condition is the result of accidental bodily injuries sustained while a covered individual.

(e) Charges incurred during confinement in a hospital owned or operated by the United States Government or any agency thereof, charges for services, treatments or supplies furnished by or for the United States Government or any agency thereof, and charges incurred during confinement in a hospital owned or operated by a State, Province or political sub-division unless there is an unconditional requirement to pay these last mentioned charges without regard to any rights against others, contractual or otherwise.

(f) Charges incurred in connection with illnesses due to an act of war, including, but not limited to, any war declared or undeclared, and armed aggression resisted by the armed forces of any country, combination of countries or international organization, if such act occurs while the Employee or qualified dependent is a covered individual.

(g) Charges incurred for services, treatments and supplies in connection with an illness of a covered individual, to the extent to which

(i) such services, treatments and supplies are provided for the covered individual under or by any one or more of the following plans or arrangements in respect of which any employer shall, directly or indirectly, have paid all or any portion of the cost or made payroll deductions: any insurance coverage (other than the Major Medical Expense Insurance provisions of the Group Policy) with the Insurance Company or any other insurance carrier providing protection for such individual as an employee or dependent of an employee, any Blue Cross or Blue Shield Plan or other hospital, surgical or medical benefit or service plan or any union welfare plan or other employee benefit plan; and

(ii) such services, treatments and supplies are provided for the covered individual under or by a plan or law of any Federal, State, Provincial or other Government or any political sub-division thereof.

If, after benefits have been paid by the Insurance Company on account of services, treatments and supplies given to the Employee or qualified dependent in connection with an illness of such person, it is determined that any such services, treatments or supplies have been provided from any source referred to above, the Insurance Company will be entitled to a refund from the Employee of the amount paid by it in connection with such illness which is in excess of the benefits which would have been payable based on the actual eligible charges incurred.

INDIVIDUAL MAXIMUM

Not more than $10,000.00 of benefits in the aggregate (herein called the Individual Maximum) will be payable by the Insurance Company under the Major Medical Expense Insurance provisions of the Group Policy with respect to the entire duration of coverage of any one person, whether or not such coverage was interrupted by a previous termination of the person's Major Medical Expense Insurance for any reason, except as provided by the section "Individual Maximum Reapplied".

INDIVIDUAL MAXIMUM REAPPLIED

In the event that the Major Medical Expense Insurance with respect to the Employee or a qualified dependent terminates for any reason in accordance with the provisions of the section "Termination of Insurance", and if insurance as to such person again becomes effective under the Group Policy and satisfactory evidence of insurability is furnished to the Insurance Company in order for such insurance to become effective again in accordance with the Major Medical Expense Insurance provisions of the Group Policy, then the Individual Maximum will be applied to such person as though no Major Medical Expense Insurance benefits became payable with respect to illnesses of such person prior to such termination of insurance.

If, with respect to illnesses of the Employee or a qualified dependent, benefits to the extent of $1,000.00 or more of the Individual Maximum became payable, the Individual Maximum may be reapplied to such person by the Employee's furnishing, without expense to the Insurance Company, evidence satisfactory to the Insurance Company of the insurability of the person with respect to whom the Individual Maximum is being reapplied, and compliance with the other requirements of the Group Policy. If the conditions to have the Individual Maximum reapplied to such person are satisfied, the Individual Maximum will be applied to such person as though no Major Medical Expense Insurance benefits became payable with respect to illnesses of such person prior to the date such reapplication is effected.

CLAIMS

Written proof of charges upon which claim may be based must be furnished to the Insurance Company within ninety days after the end of the benefit year in which the charges were incurred. Failure to furnish proof within the time stated herein will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

The Insurance Company will have the right and opportunity to examine the person whose injury or sickness is the basis of claim when and so often as it may reasonably require during pendency of claim.

No action at law or in equity shall be brought to recover on the Group Policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements stated above, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required.

All benefits will be paid to the Employee immediately upon receipt of due proof.

TERMINATION OF INSURANCE

The dependents major medical insurance with respect to a qualified dependent will automatically terminate if such dependent ceases to be a qualified dependent.

If benefits to the extent of the Individual Maximum have become payable under the Major Medical Expense Insurance provisions of the Group Policy with respect to illnesses of the Employee or qualified dependent, the employee major medical insurance of the Employee or the dependents major medical insurance with respect to the qualified dependent, as the case may be, will automatically terminate.

All Major Medical Expense Insurance with respect to the Employee and his qualified dependents will automatically terminate if the Employee's employment terminates, or if he ceases to be a member of the classes of Employees eligible for the insurance, or if the Major Medical Expense Insurance provisions of the Group Policy terminate, or (should the insurance be on a contributory basis) if he fails to make, when due, any required contribution.

Termination of employment will, for all purposes of the insurance, be deemed to occur when the Employee ceases to be actively engaged in work on a full-time basis with the Policyholder for any reason (including retirement). However, in the case of Employees who are disabled, granted a leave of absence, temporarily laid off, or placed on a part-time employment basis, the Policyholder may, acting on a basis precluding individual selection, consider such Employees as still employed on a full-time basis for a limited period as specified in the Major Medical Expense Insurance provisions of the Group Policy.

EFFECTING INSURANCE AFTER PAYMENT OF INDIVIDUAL MAXIMUM

If insurance under the Major Medical Expense Insurance provisions of the Group Policy with respect to any person (Employee or qualified dependent) terminates because benefits to the extent of the Individual Maximum became payable, such insurance shall not again become effective with respect to such person (either as an Employee or qualified dependent) unless the Employee furnishes evidence satisfactory to the Insurance Company of the insurability of such person and complies with the other requirements of the Group Policy. If insurance under the Major Medical Expense Insurance provisions of the Group Policy does again become effective with respect to such person, the Individual Maximum will be applied to such person as described in the provisions of the section "Individual Maximum Reapplied".

EXTENSION OF COVERAGE

If the Major Medical Expense Insurance with respect to the Employee or any of his qualified dependents terminates for any reason except when termination occurs because benefits to the extent of the Individual Maximum became payable or (should the insurance be on a contributory basis) because the Employee failed to make the required contributions, coverage for the person (Employee or qualified dependent) whose insurance terminated will be extended under the circumstances and to the extent stated below:

(1) In the event that the person whose insurance terminated is totally disabled and under the care of a physician, for reasons other than pregnancy, at the time of such termination of insurance, coverage for such person pertaining solely to the illness which caused the total disability will be extended during such total disability while under such care, but not beyond the end of the benefit year next following that in which such termination occurs.

(2) In the event that the person whose insurance terminated is a female Employee or the wife of the Employee, coverage in connection with a pregnancy of such person which existed at the time of such termination of insurance will, to the extent that such coverage would be provided had such insurance not terminated, be extended for such person for the duration of the pregnancy and, if such person is confined in a hospital at termination of the pregnancy, for the further period that such person is continuously confined on account of the pregnancy. When the person (Employee or qualified dependent) with respect to whom the insurance is terminating becomes, upon such termination, an Employee of the Policyholder or a qualified dependent of another Employee, then the extension under this provision (2), notwithstanding anything herein to the contrary, will operate with respect to such person only to the extent that insurance pertaining to such person is not provided under the Major Medical Expense Insurance provisions of the Group Policy exclusive of any "Extension of Coverage" provisions.

In the case of charges incurred with respect to an illness during an extension of coverage for such illness, the Major Medical Expense Insurance provisions of the Group Policy will apply to such charges as though the insurance had not terminated.

NO ASSIGNMENT

The Major Medical Expense Insurance under the Group Policy is non-assignable.

SCHEDULE OF SURGICAL OPERATIONS

This Schedule sets forth surgical operations referred to in provision (3) of Part I of the section "Benefits".

The limit applicable to a surgical operation under provision (3) of said Part I will be the Scheduled Amount for the operation. Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.

The Insurance Company will determine a consistent limit applicable under provision (3) of said Part I to any cutting operation not specified in this Schedule with respect to which an eligible charge may be made, unless such operation is expressly excluded or excepted from this Schedule, provided that the limit so determined for any cutting operation will in no event exceed $200.00.

	Scheduled Amount
ABDOMEN	
Cutting into abdominal cavity for:	
Stomach, bowel or rectal resection	$200.00
Gastro-enterostomy	150.00
Removal or drainage of gall bladder	150.00
Removal of appendix	100.00
Diagnosis or treatment of organs in abdomen (unless otherwise specified in this Schedule)	100.00
AMPUTATION OF	
Thigh:	
At hip	150.00
Other than at hip	125.00
Leg	125.00
Upper arm, forearm, entire hand or foot	100.00
Thumbs, fingers, or toes, each	15.00
APPENDIX—See Abdomen.	
BLOOD TRANSFUSIONS, each	25.00
BREAST	
Amputation:	
Single	100.00
Double	150.00
CANCER—See Tumors.	
CHEST	
Thoracoplasty:	
Complete	200.00
Other than complete:	
One stage	125.00
Two or more stages	200.00
Transthoracic approach to stomach, diaphragm or esophagus	200.00
Vagotomy	200.00
Removal of lung or portion of lung	200.00
Other cutting into thoracic cavity for diagnosis or treatment (tapping excepted)	50.00
Bronchoscopy or esophagoscopy for drainage, biopsy or removal of foreign body or obstruction	40.00
Induction of artificial pneumothorax:	
Initial	25.00
Refills, each	10.00
DISLOCATION. Reduction of	
Other than by open operation:	
Hip, knee joint (patella or semiluner cartilage excepted), elbow or ankle joint	35.00
Shoulder	30.00
Lower jaw, wrist joint, or collar bone	15.00
Bones of hand or foot (except phalangeal joints)	10.00
By open operation:	
Hip	$100.00
For all other open operations the scheduled amount will be twice the amount shown above for the corresponding reduction of dislocation other than by an open operation.	
EXCISION OR FIXATION BY CUTTING	
Hip or sacro-iliac joint	150.00
Shoulder, knee joint, semilunar cartilage, elbow, wrist or ankle joint	100.00
Diseased portion of bone, including curettage (alveolar processes excepted and amputation excepted)	50.00
Exostosis—hand or foot	25.00
EAR, NOSE AND THROAT	
Fenestration, one or both sides	200.00
Mastoidectomy:	
One side:	
Simple	100.00
Radical	150.00
Both sides (simple or radical)	150.00
Laryngectomy	200.00
Removal of tonsils or tonsils and adenoids	30.00
Sinus operation by cutting (puncture of antrum excepted):	
Sinuses (extra nasal approach)	
Single	50.00
Double	75.00
Sinuses (intra nasal approach)	
Single	35.00
Double	50.00
Puncture of antrum, one or more (including subsequent irrigations)	15.00
Submucous resection of nasal septum	50.00
Tracheotomy	50.00
Removal of one or more polyps	15.00
Any other operation by cutting, electro-coagulation or electro-desiccation (tapping excepted)	15.00
EYE	
Operation for detached retina	200.00
Removal of cataract	150.00
Any other cutting into the eyeball (through the cornea or sclera)	100.00
Any cutting operation on eye muscles for strabismus	100.00
Removal of eyeball	75.00
Any other cutting operation on eyeball	20.00

(Continued)

	Scheduled Amount
FRACTURE. Treatment of	
Thigh, vertebra or vertebrae (coccyx and vertebral processes excepted), or pelvis	$ 75.00
Leg, ankle (Pott's fracture), kneecap, upper arm, elbow	50.00
Jaw (alveolar processes excepted), skull, collar bone, shoulder blade, forearm, wrist (Colles' fracture)	25.00
Hand, foot or sternum	15.00
Thumbs, fingers, or toes, each	10.00
Nose	10.00
Ribs: three or more	25.00
less than three	10.00
The amounts shown above are for simple or multiple fractures.	
For compound fractures the scheduled amount will be one and one-half times the amount shown above for the corresponding simple or multiple fractures.	
For fractures requiring open operations, the scheduled amount will be twice the amount shown above for the corresponding simple or multiple fractures.	
GENITO-URINARY TRACT	
Removal of kidney	200.00
Fixation of or cutting into kidney	175.00
Removal of tumors or stones in ureter or bladder:	
By open operation	100.00
By endoscopic means	35.00
Stricture of urethra:	
Open operation	50.00
Intra-urethral cutting operation	25.00
Prostatectomy:	
Open operation (complete procedure)	150.00
Transurethral resection	100.00
Circumcision	15.00
Cystoscopy	25.00
Any cutting operation for varicocele, hydrocele (tapping excepted), epididymectomy or orchectomy:	
Unilateral	50.00
Bilateral	75.00
Complete removal of uterus, with or without removal of tubes and ovaries	150.00
Cervix amputation	50.00
Dilation and curettage (non-puerperal)	25.00
Conization (complete procedure)	25.00
Electrocauterization (except for removal of polyps)	25.00
Removal of one or more polyps	15.00
Operation for cystocele or rectocele	75.00
Operation for both cystocele and rectocele	125.00
GOITRE	
Thyroidectomy, one or more stages, complete procedure	150.00
Removal of benign tumor of thyroid	100.00
HERNIA, Cutting operation for radical cure:	
Single hernia	100.00
More than one hernia	125.00
When the hernia operation is accompanied by surgical treatment of undescended testes, the scheduled amount will be $25.00 greater than the amount specified above.	

	Scheduled Amount
INCISION AND DRAINAGE (furuncles excepted)	
Requiring hospital residence	$ 25.00
Not requiring hospital residence	10.00
JOINT, Incision into (tapping excepted)	25.00
LIGAMENTS AND TENDONS	
Cutting or transplant: single	50.00
multiple	75.00
Suturing of tendon: single	35.00
multiple	50.00
MASTOID—See Ear, Nose and Throat.	
OBSTETRICAL	
Any operation performed in connection with pregnancy, including resulting childbirth, abortion or miscarriage, is excluded from this Schedule.	
PARACENTESIS. Tapping (other than catheterization)	15.00
RECTUM	
Cutting operation for prolapsed rectum:	
With abdominal approach	200.00
Without abdominal approach	50.00
Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure):	
External	25.00
Internal, or external and internal	50.00
Cutting operation for fistula in ano:	
Single	50.00
Multiple	75.00
Cutting operation for fissure	25.00
Removal of one or more polyps	15.00
Any other operation by cutting, electro-coagulation or electro-desiccation	15.00
SKULL	
Cutting into cranial cavity (trephine excepted)	200.00
Trephine	100.00
SPINE OR SPINAL CORD	
Operation for spinal cord tumor	200.00
Operation with removal of portion of vertebra or vertebrae (coccyx and vertebral processes excepted)	150.00
Removal of part or all of coccyx, or of vertebral processes	50.00
TAPPING—See Paracentesis.	
THYROID—See Goitre.	
TONSILS AND ADENOIDS—See Ear, Nose and Throat.	
TUMORS	
Cutting operation for removal of one or more:	
Malignant tumors, except those of face, lip or skin	100.00
Malignant tumors of face, lip or skin	50.00
Pilonidal or dermoid cysts requiring hospital residence	50.00
Pilonidal or dermoid cysts not requiring hospital residence	10.00
Other cysts or benign tumors requiring hospital residence	25.00
Other cysts or benign tumors not requiring hospital residence	10.00
VARICOSE VEINS	
Cutting operation (complete procedure on all veins):	
One leg	50.00
Both legs	75.00
Injection treatment, one or both legs (complete procedure)	40.00

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ADDITIONAL PROVISIONS PERTAINING TO MATERNITY EXPENSE BENEFITS

If a female Employee or the wife of the Employee, while she is a covered individual under the Major Medical Expense Insurance provisions of the Group Policy, or within nine months after termination of insurance as to such person under said Major Medical Expense Insurance provisions, incurs any of the charges described in (A) and (B) below in connection with her pregnancy, including resulting childbirth, abortion or miscarriage, the Insurance Company will, upon receipt of proof of claim in accordance with the same requirements as set forth in the section "Claims" of said Major Medical Expense Insurance provisions, and subject to the further provisions hereof, pay to the Employee the amount of such charges up to a maximum, for all such charges made in connection with any one pregnancy, including resulting childbirth, abortion or miscarriage, of $150.00.

(A) The amount of the charges actually made by a physician for an obstetrical procedure, and

(B) The amount of the following charges which are incurred in connection with a confinement in a hospital for which a room and board charge is made by the hospital:

(i) The amount of the charges actually made by the hospital for such person's room and board (including all regular daily services) and all other services for medical care and treatment, exclusive of professional services, and

(ii) The amount of any charge actually made by a physician for the cost and administration of an anaesthetic given to such person in the hospital, and

(iii) The amount of any charges actually made for local ambulance service for transporting such person to and from the hospital.

Payment of the benefits described herein will be conditioned upon the pregnancy on which claim is based having its inception while the female Employee or the wife of the Employee, as the case may be, is a covered individual under the Major Medical Expense Insurance provisions of the Group Policy and while the Maternity Expense Insurance provisions of the Group Policy are in effect, except that in the case of any Employee who is a covered individual on July 15, 1959 or who becomes a covered individual within the thirty-one day period immediately following said date, this requirement shall not apply with respect to any pregnancy of such Employee which had its inception prior to the later of (i) July 15, 1959 and (ii) the date such person became a covered individual.

EXCLUSIONS

No payment of benefits shall be made under the Maternity Expense Insurance provisions of the Group Policy on account of charges incurred by a female Employee, or by the wife of the Employee, which are in any of the following categories:

(1) Charges incurred after termination of insurance as to such person under the Major Medical Expense Insurance provisions of the Group Policy if such termination occurs because the Employee failed to make any required contribution when due.

(2) Charges for services, treatments and supplies which are incurred by such person, to the extent to which

(i) such services, treatments and supplies are provided for such person under or by any one or more of the following plans or arrangements in respect of which any employer shall, directly or indirectly, have paid all or any portion of the cost or made payroll deductions: any insurance coverage (other than the Maternity Expense Insurance provisions of the Group Policy) with the Insurance Company or any other insurance carrier providing protection for such person as an employee or dependent of an employee, any Blue Cross or Blue Shield Plan or other hospital, surgical or medical benefit or service plan or any union welfare plan or other employee benefit plan; and

(ii) such services, treatments and supplies are provided for such person under or by a plan or law of any Federal, State, Provincial or other Government or any political sub-division thereof.

If, after benefits have been paid by the Insurance Company on account of services, treatments and supplies given to the Employee or qualified dependent, it is determined that any such services, treatments or supplies have been provided from any source referred to above, the Insurance Company will be entitled to a refund from the Employee of the amount paid by it which is in excess of the benefits which would have been payable based on the charges actually reimbursable under the Maternity Expense Insurance provisions of the Group Policy.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By Frederick H. Groel

Secretary.

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RECEIVED IN OFFICE
FEB 20 1970
M. S. BUTLER, Sheriff

Received by service of 2 copies of the within on Frank Usery, Superintendent of Insurance, State of Alabama This The 20 day of Feb 1970
Sheriff of Montgomery County
By W. L. Mosar D.S.

M. S. Butler, Sheriff of Montgomery County, Alabama, Claim $1.50 each for serving 1 process(es) and $1.00 travel expense on each of 1 process(es) or a total of $2.50

W. L. Mosar Deputy Sheriff

9136

EVELYN L. STAPLETON,

Plaintiff,

vs.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation,

Defendant.

FILED
FEB 19 1970
CLERK REGISTER

* *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

* *

SUMMONS AND COMPLAINT

* *

Serve - Superintendent of Ins. Montgomery

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. BOX 120
BAY MINETTE, ALABAMA