MARIE V. ROHE, Plaintiff, VS. BANKERS LIFE AND CASUALTY COMPANY, Defendant.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 4614

AMENDED COMPLAINT

The Plaintiff claims of the Defendant Eight Hundred Seventy-one Dollars ($871.00) due to her from the Defendant by contract or policies of insurance, copies of which are attached hereto and specifically made a part hereof, which sum of money is still due and unpaid although demand has been made.

FILED
JUL 30 1962
ALICE J. DUCK, CLERK REGISTER

Attorney for Plaintiff

C. G. C.

FAMILY MEDICAL OR SURGICAL POLICY

During the first five years from its date of issue, this policy is renewable at the option of the Company only. It provides indemnity for Medical or Surgical Expense necessarily and actually incurred as a result of bodily injuries or sickness, to the extent herein limited and provided.

BANKERS LIFE AND CASUALTY COMPANY

Home Office At
4444 LAWRENCE AVENUE, CHICAGO 30, ILLINOIS

A LEGAL RESERVE STOCK COMPANY, herein called the Company

Does Hereby Insure the person named as the Insured in the Schedule on the fourth page hereof, subject to the provisions and exceptions hereinafter contained, against loss by reason of medical or surgical expense, due to injuries or sickness, necessarily and actually incurred by the Insured or the eligible members of the Insured's family named in the application for this policy, copy of which is attached hereto and made a part hereof, all of whom, including the Insured, are herein called the Family Group.

"Injuries" as used in this policy means accidental bodily injuries sustained and causing loss beginning while this policy is in force.

"Sickness" as used in this policy means sickness, illness, or disease, which is contracted and begins and causes loss beginning while this policy is in force and after it has been in force for not less than thirty days from its date of issue. Any one sickness shall be construed to include sickness from the same cause at various times or sickness from various causes at the same time.

This policy is issued in consideration of the application herefor and of the payment in advance of the total initial premium set out in the Schedule on the fourth page hereof which shall maintain the policy in force until the first renewal date. It may be renewed with the consent of the Company by the payment of the total monthly renewal premium on said first renewal date and on the same day of each month thereafter.

After this policy shall have been in force five years from its date of issue as to any member of the Family Group, it may be renewed each month as to said member by payment of the monthly renewal premium for said member as provided in the Company's applicable table of rates in effect on the respective renewal dates, until the anniversary of the date of issue nearest to age eighteen years as to children and nearest to age sixty-five years as to adult members of the Family Group.

The Company reserves the right, after the expiration of said five years, to change, at any time, and from time to time, the table of rates applicable to premiums thereafter becoming due on this policy, provided always that the Company's applicable table of rates shall be classified only by original age at entry and sex.

The term of this policy begins at 12 o'clock noon, standard time, at the residence of the Insured on the date of issue and ends at 12 o'clock noon on the date any renewal premium is due, subject to the grace period hereinafter provided.

The benefits and provisions stated by the Company on the following pages are expressly made a part of this policy.

In Witness Whereof, the BANKERS LIFE AND CASUALTY COMPANY has caused this policy to be executed by its President and Secretary on its date of issue set out in the Schedule.

Secretary

President

Countersigned.....
Licensed Resident Agent

P 12

PART ONE

MEDICAL EXPENSE

If any member of the Family Group shall sustain loss for expense necessarily and actually incurred for treatments by a duly licensed physician due to injuries or sickness as described in the insuring clause on the first page hereof the Company will pay to the Insured toward such expense as follows, subject to exception 2 on page three hereof.

Three Dollars ($3.00) for each treatment at home, not to exceed one treatment per day, and excluding the first two treatments on account of any one sickness.

Two Dollars ($2.00) for each treatment in the hospital or in the doctor's office, not to exceed one treatment per day, and excluding the first two treatments on account of any one sickness.

Total payments under this Part One shall not exceed One Hundred Fifty Dollars ($150.00) as the result of any one accident or any one sickness.

PART TWO

MISCELLANEOUS EXPENSE

If any member of the Family Group shall necessarily and actually incur expenses for materials and services due to injuries or sickness, and when such materials and services are provided by an agency other than a hospital as herein defined the Company will pay to the Insured toward such expenses as follows:

The word "Hospital" as used in this policy, means only an institution operated pursuant to law for the care and treatment of sick and injured persons, at the expense of the patient, with organized facilities for diagnosis and major surgery, and continuous 24-hour nursing service by or under the constant and immediate supervision of trained and registered nurses.

(A) X-ray examinations, x-rays of the teeth excluded, electrocardiograms or metabolism tests not to exceed Twenty-Five Dollars ($25.00) as the result of any one accident or any one sickness.

(B) Medicines, drugs, and dressings, exclusive of dietary supplements, such as vitamins and tonics, and exclusive of patent medicines, actually and necessarily provided from the doctor's supplies or by the doctor's prescription, not to exceed Thirty-Five Dollars ($35.00) after excluding the first Ten Dollars ($10.00) as a result of any one accident or any one sickness.

(C) Laboratory examinations, necessarily and actually made, not to exceed Five Dollars ($5.00) as the result of any one accident or any one sickness.

(D) Use of oxygen not to exceed Fifty Dollars ($50.00) as the result of any one accident or any one sickness.

(E) Use of an iron lung not to exceed One Hundred Fifty Dollars ($150.00) as the result of any one accident or any one sickness.

PART THREE

LIMITATION FOR MATERNITY EXPENSE

Loss due to childbirth, abortion, miscarriage, or any other complication of pregnancy, is herein construed to be sickness which is contracted and begins on the date of conception, nine (9) months prior to the normal expected date of delivery of a child, as determined by the attending physician.

If any member of the Family Group shall incur expense due to childbirth, abortion, miscarriage, or any other complication of pregnancy, the Company will pay to the Insured the expense incurred not to exceed Fifty Dollars ($50.00) as the result of any one pregnancy. Such payments shall be in lieu of all and any other benefits provided by this policy and shall be paid only when the date of conception is not less than thirty (30) days after the date of issue of the policy.

PART FOUR

SURGICAL EXPENSE

If any member of the Family Group by reason of injury or sickness as described in the insuring clause on the first page hereof, undergoes an operation named in the Schedule of Operations appearing herein, and such operation is performed by a duly licensed surgeon the Company will pay the surgeon's fee up to the amount specified in the Schedule for such operation, subject to exception 2 on page three hereof. If more than one operation be performed on account of injuries sustained in any one accident or on account of any one sickness, the limit of payment shall be the largest sum specified in the schedule for any one of the operations so performed.

SCHEDULE OF OPERATIONS

ABDOMEN	Maximum Benefit
Cutting into abdominal cavity for diagnosis or treatment of organs therein (unless otherwise specified below)	$125.00

ABSCESS OF THE BRAIN	
Requiring cutting into cranial cavity	100.00

AMPUTATION OF	
Thigh (between knee joint and hip joint)	75.00
Leg (below knee joint), entire foot, arm, forearm or hand	50.00
Finger or toe, one or more	15.00

APPENDIX	
Appendiceal abscess, or Appendectomy	125.00

BLOOD TRANSFUSIONS	
$5.00 each, not to exceed	25.00

BRAIN TUMOR	
Requiring cutting into cranial cavity	100.00

BREAST	
Amputation of breast or breasts (simple)	25.00
Amputation of breast or breasts (radical with resection of axilla)	100.00
Removal of cyst or benign tumor	20.00
Abscess (furuncle excepted)	20.00

CHEST	Maximum Benefit
Complete thoracoplasty, or removal of portion of lung	$100.00
Other cutting into thoracic cavity for diagnosis or treatment (tapping excepted)	40.00
Induction of artificial pneumothorax	20.00
Refills of pneumothorax $5.00 each, not to exceed	25.00

DISLOCATION, REDUCTION OF	
Hip or knee joint (patella excepted)	35.00
Patella	10.00
Shoulder, elbow or ankle joint	30.00
Lower jaw, collar bone or wrist	15.00
Finger or toe, each	5.00
For dislocations requiring an open operation the maximum amount of benefits will be twice the amount shown above.	

EXCISION, REMOVAL OF	
Shoulder or hip joint	100.00
Knee joint	75.00
Elbow, wrist or ankle joint	50.00
Diseased portion of bone, including curettage (except toe or finger)	50.00
Coccyx	15.00

EAR, NOSE OR THROAT	
Mastoidectomy	
One side	75.00
Both sides	100.00
Tonsillectomy or tonsillectomy and adenoidectomy or adenoidectomy	25.00
Sinus operation by cutting (puncture of antrum excepted)	25.00
Puncture of antrum	5.00
Any other cutting operation (tapping excepted)	20.00

EYE	Maximum Benefit
Any cutting operation into the eyeball through the cornea or sclera (not removal of foreign body)	$50.00
Cataract, Removal of	50.00
Removal of eyeball (enucleation)	35.00
Removal of foreign body from cornea or sclera	5.00
Any other cutting operation on eye	20.00

FRACTURE OF	(a)	(b)	(c)
Thigh, leg, kneecap, upper arm, vertebra or vertebrae, or pelvis (coccyx excepted)	$50.00	$75.00	100.00
Lower jaw (alveolar process excepted), collar bone, shoulder blade or forearm	25.00	37.50	50.00
Wrist, hand, ankle or foot	15.00	22.50	30.00
Finger or toe, one or more	10.00	15.00	20.00
Nose, rib or ribs	10.00	15.00	20.00
Coccyx	10.00		
Skull fracture requiring trephining	50.00		

The amounts shown in column (a) are for simple fractures, in column (b) for compound fractures, in column (c) for fractures requiring the open operation.

For multiple fractures incurred in any one accident the Company will pay the benefit provided for each of the fractures.

GALL BLADDER (see Abdomen)

In connection with an application for insurance currently made to Bankers Life & Casualty Company I hereby authorize the Doctor or Hospital to disclose to the Company for the purpose of considering said application only, any information acquired in attending me or any of the members of my family named in said application upon presentation of this authorization or a reproduction thereof.

Signed at [illegible] this [illegible] day of [illegible] 19 37 [signature] Applicant

Policy Number	Agent Code No.	Post Office No.		App. Verif.
C [illegible]	40480	[illegible]	1724 2437	
Issue Date / Total Mo. Prem.	Gross Initial Prem.	Prem. Cl. / Pos.	713	Prem. Cl.
City County Code	Riders Required	No. Mos. Paid / Ext.	600 2437	App. Ck. / R.P. Ver.
[illegible]		6	3037 600	
PRINT LAST NAME FIRST USE 18 SPACES FOR APPLICANT'S NAME	Underwriter	Life Amount / Ins. Mo.		Plate Verif.

To BANKERS LIFE AND CASUALTY COMPANY, Chicago 30, Illinois (*hereinafter called the Company*)

I hereby apply for a Policy on Form No. 9f-11 for insurance on the members of my family listed below to be issued upon the basis of my answers to the following questions:

Print Full Name of Each Member. Print Last Name First. Print Applicant's Name First in Not More Than Eighteen Spaces.	Sex	Married (M) Single (S)	Date of Birth Mo.	Day	Yr.	Age Nearest Birthday	Height Ft. & In.	Weight in Pounds	Related to Applicant	Hosp. Rate Per Day in Dollars	Basic Deductible If Any	Principal Sum If Any	Monthly Renewal Premium
ADAMS, MARIE - X	F	M	4	21	5	66	5-3	132	0				3.27

Wife (W), Husband (H), Son (S), Daughter (D) Total 3.27

1. Address? R 1 Box 119 Franklin County Ohio 2. Color or Race? White

City Zone State 3. Earned monthly income? $

4. Occupation? Housewife (RETIRED) 5. Employer? RETIRED

Has any person named above to the best of your knowledge and belief. (If answer is "yes" encircle specific condition)

(a) been declined, restricted, rated up or postponed for any kind of personal insurance? No

(b) Ever had rheumatism, arthritis, neuritis, epilepsy, paralysis, rheumatic fever, or poliomyelitis? No

(c) Ever had venereal disease, dizziness, chronic headaches, fits, nervous breakdown, or mental illness? No

(d) Ever had diabetes, appendicitis, hernia, asthma or pleurisy? No

(e) Ever had angina pectoris, dropsy, stroke, heart disease, heart murmur, high blood pressure, or kidney disorder? No

(f) Ever had blood spitting, chronic cough, tuberculosis, lung disease, gout, goitre, or jaundice? No

(g) Ever had ulcers, intestinal diseases, biliary colic, fistula, or anal fissure? No

(h) Ever had any disease of the liver, sugar or blood in urine, disease of the gall bladder or malaria? No

(i) Ever had meningitis, leukemia, varicose veins, eye or ear disease, or any disease of the internal or external genital organs? No

(j) Ever had any tumor, cyst, cancer or neoplasm in any part of the body? No

Is any person named above, to the best of your knowledge and belief in good health and free from mental or physical deformity or defect except as noted above? Yes

Give full details of any sickness, defect, or deformity referred to above. Also give full details of any other sickness, disability, medical or surgical treatments or check ups in the past five years.

Name	Sickness or Defect	Date	Duration	Operation	Doctor's Name and Address
Father	[illegible]	[illegible]	[illegible]		[illegible]

What other insurance do you have or have applied for? Bankers Policy number Hospital per day $ Other Life $ Mo. Indemnity $ Hosp. per day $

I understand and agree that the Policy hereby applied for will not take effect unless and until it is issued by the Company and duly executed by the President and Secretary of the Company and that the Company is not bound by any knowledge of, or statements made by, or to any agent, unless set forth herein? No

I have sent a total of $ 24.37 with this application to pay premium for [illegible] months.

In witness the signature of the applicant hereon [illegible] that I asked him all of the questions herein [illegible] and that there has been recorded hereinabove [illegible] accurately all of the information supplied by the applicant.

Dated at [illegible] this [illegible] day of [illegible] 19 37

[illegible] No. [illegible] Licensed Resident Agent

Signature of the Applicant

Send Policy to APPLICANT AGENT

360

DO NOT WRITE ON REVERSE SIDE

ALABAMA STATUTORY RIDER
Health Care Policies

The Uniform Provisions set out in the policy are hereby amended in the following respects:

GRACE PERIOD: Unless not less than thirty days prior to the premium due date the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, a grace period of thirty-one 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.

PAYMENT OF CLAIMS. Additional Provision: If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding $1,000.00 to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

RENEWABILITY: Subject to the right to terminate the policy upon nonpayment of premium when due, the right to refuse renewals shall not be exercised before the renewal date occurring on, or after and nearest, each anniversary, or in the case of lapse and reinstatement at the renewal date occurring on, or after and nearest, each anniversary of the last reinstatement, and any refusal of renewal shall be without prejudice to any claim originating while the policy is in force. Subject to termination for nonpayment of premium the right of the Company to refuse renewal shall only be exercised after giving the insured no less than thirty days notice in writing of its intent not to renew.

EXAMINATION OF CONTRACT: The insured shall be permitted to return the policy to which this rider is attached within ten days of the delivery of the policy to said insured and to have the premium paid, refunded if, after examination of the policy, the insured for any reason is not satisfied. If the insured pursuant to such notice returns the policy to the Company at its Home Office or to the agent through whom it was purchased, it shall be void from the beginning and the parties shall be in the same position as if no policy or contract had been issued.

BANKERS LIFE AND CASUALTY COMPANY

L. T. Lylcard

Secretary

Form 1627

GENITO-URINARY TRACT—GENITAL ORGANS

Removal of kidney	$100.00
Removal of tumor or stone in kidney, ureter, or bladder by cutting operation	100.00
by crushing or cauterization	25.00
Stricture of Urethra	
Open operation	50.00
Intra-urethral cutting operation	25.00
Removal of the entire prostate by open operation (complete procedure)	100.00
Removal of part of prostate	
by endoscopic means	40.00
by other cutting	50.00
Varicocele, cutting operation on	25.00
Hydrocele, excision, or incision and treatment of sac (tapping excepted)	25.00
Complete removal of uterus or both tubes or both ovaries	100.00
Removal of one tube or one ovary or other cutting operation on uterus or its appendages	
with abdominal approach	75.00
without abdominal approach	35.00
Perineorrhaphy	50.00

GOITRE

Thyroidectomy (complete procedure, including ligation of thyroid arteries, to be treated as one operation)	100.00
Ligation of thyroid arteries not followed by thyroidectomy (complete procedure to be treated as one operation)	$40.00

HERNIA

Cutting operation for radical cure of Single hernia	75.00
More than one hernia	100.00

JOINT

Incision into (tapping excepted)	25.00

LIGAMENT

Cutting operation	25.00

PARACENTESIS (tapping of)

Abdomen, chest or bladder other than catheterization)	10.00
Ear-drum, hydrocele, joint or spine	15.00

RECTUM

Cutting operation for radical cure of hemorrhoids (complete procedure)	25.00
Cutting operation for prolapsed rectum or fistula in ano	50.00

SKULL

Cutting into cranial cavity for brain surgery (trephining excepted, see fracture)	100.00

SPINE OR SPINAL CORD

Operation with removal of portion of vertebra or vertebrae (coccyx or intervertebral disc excepted)	$100.00
Operation for herniated intervertebral disc	30.00

COCCYX (see fracture and excision)

TUMOR

Cutting operation for removal of brain tumor	100.00
Cutting operation for removal of malignant tumor of abdomen or both breasts	100.00
Cutting operation for removal of other malignant tumors, except those of face, lip, or skin	50.00
Cutting operation for removal of malignant tumor of face, lip or skin, or benign tumor	20.00

VARICOSE VEINS

Cutting operation or injection treatment (complete procedure)	25.00

VERTEBRA or VERTEBRAE (see Fracture or Spine or spinal cord)

WOUNDS

Suturing	5.00

For any operation not specified in this schedule the Company will pay the fee provided in the schedule for an operation of comparable gravity and severity.

EXCEPTIONS

1. This insurance does not extend to or cover (a) venereal disease or syphilis; (b) mental disturbance without demonstrable organic disease; (c) dental operations or dental treatment; (d) simple rest cure; (e) war or any act of war; (f) abdominal hernia, tuberculosis, heart disease, hemorrhoids, tonsilitis, appendicitis, adenoiditis, or diseases of the generative organs, unless the loss begins not less than six (6) months after the date of issue of this policy; (g) services rendered by any agency of the Federal or a State Government, such as the Veterans Administration; and (h) any examination or treatment not due to actual injuries or sickness.

2. Benefits provided by this policy are payable under Part One or Part Four, whichever provides the greater benefit, but not under both parts, as the result of any one accident or any one sickness.

UNIFORM 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: (i) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, 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 commencing after the expiration of such two year period.

(ii) No claim for loss incurred 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: Unless not less than five days prior to the premium due date the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, a grace period of thirty-one 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 forty-fifth 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 and loss due to such sickness as may begin more than ten days after such date. In 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. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within twenty 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 to the Company at its Home Office, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

BANKERS LIFE AND CASUALTY COMPANY

Home Office at
4444 West Lawrence Avenue
Chicago, Illinois

FAMILY MEDICAL OR SURGICAL POLICY

During the first five years from its date of issue, this policy is renewable at the option of the Company only. It provides indemnity for medical or surgical expense necessarily and actually incurred as a result of bodily injuries or sickness, to the extent herein limited and provided.

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SCHEDULE

POLICY NUMBER	DATE OF ISSUE (MO. DAY YEAR)		LINE 9	FORM 12
590269097	8 12 59		9	12

NAME OF THE INSURED	MO. RENEWAL PREM. FOR THE BASIC POLICY ($ ¢)	RIDER PREMIUM (FORM $ ¢)	RIDER PREMIUM (FORM $ ¢)
ROHE MARIE V	3 27		

	TOTAL INITIAL PREMIUM ($ ¢)	FIRST RENEWAL DATE (MO. DAY YEAR)	TOTAL MONTHLY RENEWAL PREMIUM ($ ¢)
	24 37	2 12 60	3 27

CLAIMS 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 fifteen 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: Written proof of loss must be furnished to the Company at its said office within ninety days after the date of such loss. 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 payable under this policy will be paid immediately upon receipt of due written proof.

PAYMENT OF CLAIMS: All indemnities of this policy shall be payable to the Insured and any accrued indemnities accrued at the time of the Insured's death will be paid to the estate of the Insured. If any indemnity of this policy shall be payable to the estate of the Insured the Company may pay such indemnity up to an amount not exceeding One Thousand Dollars ($1,000.00) to any relative, by blood or connection by marriage, of the Insured, who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

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.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty 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 three years after the time written proof of loss is required to be furnished.

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.

MISCELLANEOUS PROVISIONS

This policy and the application of the head of the family shall constitute the entire contract between the parties and all statements made by the head of the family, shall in the absence of fraud be deemed representations and not warranties and no statement shall be used in defense of a claim under the policy unless it is contained in the written application.

Eligible members of the family as used in this policy means the Insured, the head of the family, the spouse and the dependent children. All new members of the family eligible for insurance shall be added from time to time to the Family Group originally insured, by the Insured submitting a supplemental application on forms furnished by the Company and paying the required premium.

PREFERRED FAMILY HOSPITAL-SURGICAL POLICY

During the first five years from its date of issue, this policy is renewable at the option of the Company only. It provides indemnity for hospital and surgical expenses necessarily and actually incurred as a result of accidental bodily injuries or sickness to the extent herein limited or provided.

BANKERS LIFE AND CASUALTY COMPANY

Home Office at
4444 WEST LAWRENCE AVENUE
CHICAGO, ILLINOIS

(A LEGAL RESERVE STOCK COMPANY, Herein called the Company)

Does Hereby Insure the person named as Insured in the schedule on the fourth page hereof, subject to the Provisions and Exceptions hereinafter contained against loss by reason of hospital and surgical expense, due to injuries or sickness, actually incurred by the Insured or the eligible members of the Insured's family named in the application for this policy, copy of which is attached hereto and made a part hereof, all of whom, including the Insured, are herein called the Family Group.

"Injuries" as used in this policy means accidental bodily injuries sustained and causing loss beginning while this policy is in force.

"Sickness" as used in this policy means sickness, illness, or disease, which is contracted and begins and causes loss beginning while this policy is in force and after it has been in force for not less than thirty days from its date of issue. Any one sickness shall be construed to include sickness from the same cause at various times or sickness from various causes at the same time.

This policy is issued in consideration of the application herefor and of the payment in advance of the total initial premium set out in the Schedule on the fourth page hereof which shall maintain the policy in force until the first renewal date. It may be renewed with the consent of the Company by the payment of the total monthly renewal premium on said first renewal date and on the same day of each month thereafter.

After this policy shall have been in force five years from its date of issue as to any member of the Family Group, it may be renewed each month as to said member by the payment of the monthly renewal premium for said member as provided in the Company's applicable table of rates in effect on the respective renewal dates, until the anniversary of the date of issue nearest to age eighteen years as to children and nearest to age sixty-five years as to adult members of the Family Group.

The Company reserves the right, after the expiration of said five years, to change at any time and from time to time the table of rates applicable to premiums thereafter becoming due on this policy, provided always that the Company's applicable table of rates shall be classified only by original age at entry and sex.

The term of this policy begins at 12 o'clock noon, standard time, at the residence of the Insured on the date of issue and ends at 12 o'clock noon on the date any renewal premium is due, subject to the grace period hereinafter provided.

The benefits and provisions stated by the Company on the following pages are expressly made a part of this policy.

In Witness Whereof, THE BANKERS LIFE AND CASUALTY COMPANY has caused this policy to be executed by its President and Secretary on its date of issue set out in the Schedule.

C. T. Hyland
Secretary

John Sinclair Arthur
President

Countersigned.....
Licensed Resident Agent

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SCHEDULE OF OPERATIONS—(Continued)

GENITO-URINARY TRACT

Removal of kidney	$112.00
Removal of tumors or stones by cutting operation	
In kidney	112.00
In ureter	93.00
In bladder	75.00
By crushing, cauterization or endoscopic means	37.00
Stricture of urethra:	
Open operation	18.00
Intra-urethral cutting operation	18.00
Removal of entire prostate by open operation (complete procedure)	131.00
Removal of part of prostate by other cutting	93.00
Varicocele, cutting operation on	25.00
Hydrocele, excision or incision and treatment of sac (tapping excepted)	37.00
Orchidectomy or epididymectomy	37.00
Removal of uterus	93.00
Removal of tubes or ovaries, single or double	75.00
Other cutting operations on uterus and its appendages	
With abdominal approach	50.00
Without abdominal approach	37.00
Dilatation and curettage (non-puerperal)	18.00
Conization	15.00
Circumcision	7.00
Cauterization	7.00

GOITRE

Thyroidectomy (complete procedure including Ligation of thyroid arteries, to be treated as one operation)	93.00
Ligation of thyroid arteries not followed by thyroidectomy one or more at one operation	37.00

HERNIA

Cutting operation for radical cure of single hernia	56.00
More than one hernia	75.00
Injection method (entire course of treatment) one-half the amounts stated for cutting operation.	

INCISION AND DRAINAGE 12.00

JOINT

Incision into (tapping excepted)	
Lower extremities	18.00
Upper extremities	26.00

LIGAMENTS AND TENDONS

Cutting operation	15.00
Suturing of tendons, single	37.00
Suturing of tendons, multiple (benefit for suturing of single tendon plus amount shown for each additional tendon)	18.00

PARACENTESIS (tapping of)

Abdomen, chest or bladder (other than catheterization)	7.00
Ear-drum, hydrocele, joint or spine	7.00

RECTUM

Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure)	37.00
Cutting operation for prolapsed rectum	56.00
Fistula in ano	37.00
Any other cutting operation, electrocoagulation and electrodesication included	7.00

SKULL

Cutting into cranial cavity (drill taps excepted)	112.00
Drill taps	37.00

SPINE OR SPINAL CORD

Operation with removal of portion of vertebra or vertebrae (coccyx excepted)	93.00
Removal of all or part of coccyx	37.00

SUTURING

Accidental wounds	5.00

TUMORS

Cutting operation for removal of	
Malignant tumors of face, lip or skin	25.00
Benign tumors or cysts	15.00

VARICOSE VEINS

Cutting operation or injection treatment (complete procedure on all veins)	
Bilateral	93.00
Unilateral	75.00

For any operation not specified in this schedule the Company will pay the fee provided in the schedule for an operation of comparable gravity and severity.

EXCEPTIONS

This insurance does not extend to or cover any claim due to (a) venereal disease or syphilis; (b) mental disturbance without demonstrable organic disease; (c) dental operations or dental treatment; (d) simple rest cure; (e) war or any act of war; (f) abdominal hernia, tuberculosis, heart disease, hemorrhoids, tonsilitis, adenoiditis, appendicitis, or diseases of the generative organs, unless the loss begins not less than six months after the date of this policy; (g) services rendered by any agency of the Federal or a state government such as the veterans administration.

UNIFORM 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: (i) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, 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 commencing after the expiration of such two year period.

(ii) No claim for loss incurred 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: Unless not less than five days prior to the premium due date the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, a grace period of thirty-one 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 forty-fifth 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 and loss due to such sickness as may begin more than ten days after such date. 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. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within twenty 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 to the Company at its Home Office, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIMS 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 fifteen 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.

In connection with an application for insurance currently made to Bankers Life & Casualty Company I hereby authorize any Doctor or Hospital to disclose to the Company for the purpose of considering said application only, any information obtained in attending me or any of the members of my family named in said application upon presentation of this authorization or a reproduction thereof.

Dated at Selma Ala this 4 day of Aug 1957 X Marie V Rohr
Applicant

Policy Number	Agent Code No.	Dist. Code No.		Prem. For				
8 [illegible]	40480	3314		$2749	5094			
Issue Date / Total Mo. Prem.	Gross Initial Prem.	Fran. Gp. Net I.P.	Div.	$1745	P.H.	Prem. Code	Prem. Code	
8/7/57								
City-County Code	Riders Required	No. Mon. Paid	Ext.	$600		App. Ck.	K.P. Vari.	
3018000		6						
PRINT LAST NAME FIRST USE 18 SPACES FOR APPLICANT'S NAME	Underwriter	Life Amount	Life M.P.	$5094	A.D.	Ticket	Date Verif.	

HOME OFFICE

I, BANKERS LIFE AND CASUALTY COMPANY, Chicago 30, Illinois (hereinafter called the Company)

hereby apply for a Policy on Form No. 9[illegible]-5 for myself and the members of my family listed below to be issued upon the basis of my answers to the following questions:

Print Full Name of Each Member. Print Last Name First. Print Applicant's Name First in Not More Than Eighteen Spaces.	Sex	Married (M) Single (S)	Date of Birth Mo.	Day	Yr.	Age Nearest Birthday	Height Ft. & In.	Weight in Pounds	Related to Applicant	Hosp. Rate Per Day in Dollars	Basic Deductible If Any	Principal Sum If Any	Monthly Renewal Premium
ROHR, MARIE - W	F	M	4	23	1895	62	5-3	132	*	15.00			8.00
						63							
												Total	8.00

*Wife (W); Husband (H); Son (S); Daughter (D). Applicant BMI. Sim. Fole & P.O. on Highway 98

1. Address? BC 2 Box 129 (Number, Street) BALDWIN (County)
FOLEY (City) (Zone) ALA (State) 2. Color or Race? WHITE

3. Earned monthly income? $343.00

4. Occupation? RETIRED 5. Employer? RETIRED

6. Has any person named above to the best of your knowledge and belief: (If answer is "yes" encircle specific condition)

(a) Ever been declined, restricted, rated up or postponed for any kind of personal insurance? No
(b) Ever had rheumatism, arthritis, neuritis, epilepsy, paralysis, rheumatic fever, or poliomyelitis? No
(c) Ever had venereal disease, dizziness, chronic headaches, fits, nervous breakdown, or mental illness? No
(d) Ever had diabetes, appendicitis, hernia, asthma, or pleurisy? No
(e) Ever had angina pectoris, dropsy, stroke, heart disease, heart murmur, high blood pressure, or kidney disorder? No
(f) Ever had blood spitting, chronic cough, tuberculosis, lung disease, gout, goitre, or jaundice? No
(g) Ever had ulcers, intestinal diseases, biliary colic, fistula, or anal fissure? No
(h) Ever had any disease of the liver, sugar or blood in urine, disease of the gall bladder or malaria? No
(i) Ever had meningitis, leukemia, varicose veins, eye or ear disease, or any disease of the internal or external genital organs? No
(j) Ever had any tumor, cyst, cancer or neoplasm in any part of the body? No

7. Is every person named above, to the best of your knowledge and belief in good health and free from mental or physical deformity or defect except as noted above? Yes

8. Give full details of any sickness, defect, or deformity referred to above. Also give full details of any other sickness, disability, medical or surgical treatments or check-ups in the past five years.

Name	Sickness or Defect	Date	Duration	Operation	Doctor's Name and Address
Marie Rohr	HYSTERECTOMY	1936	10 DAYS	YES	DR. FRAZIER
	TONSILS				MOBILE ALA

9. What other insurance do you now have or have applied for? Bankers. Policy number — Hospital per day $ —
Other: Life $ — Mo. Indemnity $ — Hosp. per day $ —

10. Do you understand and agree that the Policy hereby applied for will not take effect unless and until it is issued by the Company and duly executed by the President and Secretary of the Company and that the Company is not bound by any knowledge of, or statements made by, or to any agent, unless set forth herein? Yes

I have paid a total of $ 5094 with this application to pay premium for 6 months.

I hereby witness the signature of the applicant hereon and I certify that I asked him all of the questions herein contained and that there has been recorded hereinabove truly and accurately all of the information supplied by the applicant.

Dated at Selma Ala
this 4 day of Aug 1957

[illegible] No. [illegible]
Licensed Resident Agent

X Marie V Rohr
Signature of the Applicant

Send Policy to ☐ APPLICANT ☒ AGENT

USE A SEPARATE APPLICATION FOR EACH POLICY

DO NOT WRITE ON REVERSE SIDE

BANKERS LIFE AND CASUALTY COMPANY

Chicago, Illinois

PREFERRED FAMILY HOSPITAL-SURGICAL POLICY

During the first five years from its date of issue, this policy is renewable at the option of the Company only. It provides indemnity for hospital and surgical expenses necessarily and actually incurred as a result of accidental bodily injuries or sickness to the extent herein limited or provided.

P 5

SCHEDULE

POLICY NUMBER	DATE OF ISSUE (MO. DAY YEAR)		LINE	FORM
590269097	8 12 59		9	05

NAME OF THE INSURED	MO. RENEWAL PREM. FOR THE BASIC POLICY ($ ¢)	RIDER FORM	RIDER PREMIUM ($ ¢)	RIDER FORM	RIDER PREMIUM ($ ¢)
ROHE MARIE V	8 00				

TOTAL INITIAL PREMIUM ($ ¢)	FIRST RENEWAL DATE (MO. DAY YEAR)	TOTAL MONTHLY RENEWAL PREMIUM ($ ¢)
50 94	2 12 60	8 00

PROOFS OF LOSS: Written proof of loss must be furnished to the Company at its said office within ninety days after the ate of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was ıot reasonably possibly to give proof within such time, provided such proof is furnished as soon as reasonably possible and a 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 payable under this policy will be paid immediately upon receipt of lue written proof.

PAYMENT OF CLAIMS: All indemnities of this policy shall be payable to the Insured and any accrued indemnities unpaid at he Insured's death will be payable to the estate of the Insured. If any indemnity of this policy shall be payable to the estate of the nsured, the Company may pay such indemnity up to an amount not exceeding $1,000 to any relative by blood or connection by narriage of the Insured who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in ;ood faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATIONS AND AUTOPSY: The Company at its own expense shall have the right and opportunity :o 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.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty 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 three years after the time written proof of loss is required to be furnished.

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.

MISCELLANEOUS PROVISIONS

This policy and the application of the head of the family shall constitute the entire contract between the parties and all statements made by the head of the family, shall in the absence of fraud be deemed representations and not warranties and no statement shall be used in defense of a claim under the policy unless it is contained in the written application.

Eligible members of the family as used in this policy means the Insured, the head of the family, the spouse and their dependent children. All new members of the family eligible for insurance shall be added from time to time to the Family Group originally insured, by the Insured submitting a supplemental application on forms furnished by the Company and paying the required premium.

SCHEDULE OF OPERATIONS—(Continued)

TO-URINARY TRACT

noval of kidney	$112.00
noval of tumors or stones by ting operation	
n kidney	112.00
n ureter	93.00
n bladder	75.00
ly crushing, cauterization or endoscopic means	37.00
icture of urethra	
Open operation	18.00
ntra-urethral cutting operation	18.00
noval of entire prostate by open operation (complete procedure)	131.00
noval of part of prostate by ther cutting	93.00
ricocele, cutting operation on	25.00
ydrocele, excision or incision and treatment of sac (tapping excepted)	37.00
ehidectomy or epididymectomy	37.00
emoval of uterus	93.00
emoval of tubes or ovaries, single or double	75.00
ther cutting operations on uterus and its appendages	
With abdominal approach	50.00
Without abdominal approach	37.00
Dilatation and curettage (non-puerperal)	18.00
omination	15.00
ircumcision	7.00
asterization	7.00

GOITRE

Thyroidectomy (complete procedure including Ligation of thyroid arteries, to be treated as one operation)	93.00
Ligation of thyroid arteries not followed by thyroidectomy one or more at one operation	37.00

HERNIA

Cutting operation for radical cure of single hernia	56.00
More than one hernia	75.00
Injection method (entire course of treatment) one-half the amounts stated for cutting operation.	

INCISION AND DRAINAGE 12.00

JOINT

Incision into (tapping excepted)	
Lower extremities	18.00
Upper extremities	28.00

LIGAMENTS AND TENDONS

Cutting operation	15.00
Suturing of tendons, single	37.00
Suturing of tendons, multiple (benefit for suturing of single tendon plus amount shown for each additional tendon)	18.00

PARACENTESES (tapping of)

Abdomen, chest or bladder (other than catheterization)	7.00
Ear-drum, hydrocele, joint or spine	7.00

RECTUM

Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure)	[illegible]
Cutting operation for prolapsed rectum	[illegible]
Fistula in ano	[illegible]
Any other cutting operation, electrocoagulation and electrodessication included	7.00

SKULL

Cutting into cranial cavity (drill taps excepted)	112.00
Drill taps	37.00

SPINE OR SPINAL CORD

Operation with removal of portion of vertebra or vertebrae (coccyx excepted)	93.00
Removal of all or part of coccyx	37.00

SUTURING

Accidental wounds	5.00

TUMORS

Cutting operation for removal of	
Malignant tumors of face, lip or skin	25.00
Benign tumors or cysts	15.00

VARICOSE VEINS

Cutting operation or injection treatment (complete procedure on all veins)	
Bilateral	86.00
Unilateral	75.00

For any operation not specified in this schedule the Company will pay the fee provided in the schedule for an operation of comparable gravity and severity.

EXCEPTIONS

This insurance does not extend to or cover any claim due to (a) venereal disease or syphilis; (b) mental disturbance without demonstrable organic disease; (c) dental operations or dental treatment; (d) simple rest cure; (e) war or any act of war; (f) abdominal hernia, tuberculosis, heart disease, hemorrhoids, tonsilitis, adenoiditis, appendicitis, or diseases of the generative organs, unless the loss begins not less than six months after the date of this policy; (g) services rendered by any agency of the federal or a state government such as the veterans administration.

UNIFORM 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: (i) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, 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 commencing after the expiration of such two year period.

(ii) No claim for loss incurred 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: Unless not less than five days prior to the premium due date the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, a grace period of thirty-one 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 forty-fifth 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 and loss due to such sickness as may begin more than ten days after such date. 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. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within twenty 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 to the Company at its Home Office, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIMS 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 fifteen 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.

ALABAMA STATUTORY RIDER
Health Care Policies

The Uniform Provisions set out in the policy are hereby amended in the following respects:

GRACE PERIOD: Unless not less than thirty days prior to the premium due date the Company has delivered to the Insured or has mailed to his last address as shown by the records of the Company written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, a grace period of thirty-one 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.

PAYMENT OF CLAIMS, (Additional Provision): If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding $1,000.00 to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

RENEWABILITY: Subject to the right to terminate the policy upon nonpayment of premium when due, the right to refuse renewals shall not be exercised before the renewal date occurring on, or after and nearest, each anniversary, or in the case of lapse and reinstatement at the renewal date occurring on, or after and nearest, each anniversary of the last reinstatement, and any refusal of renewal shall be without prejudice to any claim originating while the policy is in force. Subject to termination for nonpayment of premium the right of the Company to refuse renewal shall only be exercised after giving the insured no less than thirty days notice in writing of its intent not to renew.

EXAMINATION OF CONTRACT: The insured shall be permitted to return the policy to which this rider is attached within ten days of the delivery of the policy to said insured and to have the premium paid, refunded if, after examination of the policy, the insured for any reason is not satisfied. If the insured pursuant to such notice returns the policy to the Company at its Home Office or to the agent through whom it was purchased, it shall be void from the beginning and the parties shall be in the same position as if no policy or contract had been issued.

BANKERS LIFE AND CASUALTY COMPANY

L. T. Gfeller

Secretary

Form 1627

CECIL G. CHASON
ATTORNEY-AT-LAW
FOLEY, ALABAMA

Mrs. Alice J. Duck
Register
Circuit Court of Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is Bill of Complaint of MARIE V. ROHE Vs. BANKERS LIFE AND CASUALTY CO. Your attention is called to the agency of The Superintendant of Insurance at Montgomery on whom service is to be perfected.

Yours very truly,
Cecil G. Chason by BB
Cecil G. Chason

CGC.s

STATE OF ALABAMA)
) . . . IN THE CIRCUIT COURT . . . LAW SIDE . . .
BALDWIN COUNTY)

SUMMONS AND COMPLAINT

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon Bankers Life and Casualty Company to appear within thirty (30) 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 Marie V. Rohe.

WITNESS my hand this the 14 day of Feb. 1961.

Clerk

Est-2-27-61

MARIE V. ROHE Plaintiff Vs- BANKERS LIFE AND CASUALTY COMPANY A legal reserve stock company with home offices at 4444 Lawrence Avenue Chicago Illinois Defendant	IN THE CIRCUIT COURT OF BALDWIN COUNTY ALABAMA AT LAW

COUNT I

The Plaintiff claims of the defendant Eight Hundred and Forty Dollars ($840.00) due to the Plaintiff from the Defendant on the 22nd day of March 1960 under contract of insurance made and entered into by and between the Plaintiff and the Defendant on to-wit: the 12th day of August 1959 and being defendants policy number 590269097 and being identified as family medical or surgical policy and preferred family hospital-surgical policy which sum of money with the interest thereon is still due and unpaid.

COUNT II

The Plaintiff claims of the Defendant the sum of $840.00 with interest thereon due on two policies of insurance issued by the defendant to the plaintiff on to-wit the 12th day of August 1959 each being identified as

C. G. C.

(first page)

policy number 590269097 one being called family medical or surgical policy and providing for payments not in excess of the following amounts viz:

$2.00 for each treatment in the hospital or in the doctors office not to exceed one treatment per day-total payments not to exceed under this provision $150.00
X-ray examinations not to exceed $25.00
Medicine-drugs and dressings not to exceed $35.00 after excluding the first $10.00
Laboratory examinations not to exceed $5.00
Abdomen operation not to exceed $125.00

and policy identified as preferred family hospital-surgical which provides for payment not to exceed

$15.00 per day for hospital residence
Operating room not to exceed $35.00
Administering anesthetic not to exceed $35.00
X-Ray examination not to exceed $25.00
Laboratory examinations not to exceed $10.00
Medicine-drugs and dressings not to exceed $25.00
Blood Transfusions not to exceed $25.00
Surgical operation by cutting into the abdominal cavity not to exceed $75.00

which sum of money with the interest thereon is still unpaid although demand for payment has been made.

Attorney for Plaintiff

FILED
FEB 24
ALICE J. DUCK, CLERK REGISTER

Defendant shall be served through
The Superintendant of Insurance of
The State of Alabama as agent for
the defendant.

C. G. C.

(second page)

410

RECEIVED IN OFFICE
FEB 27 1961
M. S. BUTLER, Sheriff

Received 27 day of Feb 1961
and on ___ day of ___ 19__
I served a copy of the within L&C
on The Superintendent
By service on
TAYLOR WILKINS, Sheriff
By ___ D. S.

EXECUTED BY SERVING A
COPY OF THE WITHIN
E. D. Nelson
Mgr. Montgomery Office

This the 27 day of Feb 1961
M. S. BUTLER
Sheriff Montgomery County
By J. O. Mathis
Deputy Sheriff

7014614

SUMMONS AND COMPLAINT

MARIE V. ROHE

Plaintiff

Vs.

BANKERS LIFE AND CASUALTY COMPANY
A legal reserve stock company
with Home Offices at 4444 Lawrence
Avenue Chicago Illinois

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY ALABAMA

LAW SIDE

3 Forms all

FILED
FEB 24 1961
ALICE J. DUCK, CLERK
REGISTER

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Do Reg mail on
The Superintendent
Montgomery, Ala

MARIE V. ROHE, Plaintiff, VS. BANKERS LIFE AND CASUALTY COMPANY, Defendant.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 4614

DEMURRER

Now comes the defendant, by its attorney, and demurs to the complaint and to each and every count thereof, separately and severally, and as grounds for such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.

2. No facts are alleged on which the relief sought can be granted.

3. No facts are alleged to show that the defendant insured the plaintiff.

4. The allegations of the complaint are vague, indefinite and uncertain in that the alleged insurance policy is not described with sufficient certainty.

5. The allegations of the complaint are vague, indefinite and uncertain in that the substance of the alleged contract of insurance is not set out in the complaint.

6. No facts are alleged to show that the defendant is liable to the plaintiff under the alleged policy of insurance.

7. No facts are alleged to show that the plaintiff is entitled to recover on the alleged policy of insurance.

8. The allegations of the complaint are vague, indefinite and uncertain in that the complaint does not allege how or in what way the defendant is liable to the plaintiff.

9. The allegations of the complaint are conclusions of the pleader.

J. B. Blackburn
Attorney for Defendant

Defendant demands a trial of said cause by jury.

J. B. Blackburn
Attorney for Defendant

FILED
APR 25 1961
ALICE J. DUCK, Clerk

DEMURRER

MARIE V. ROHE,

Plaintiff,

VS.

BANKERS LIFE AND CASUALTY COMPANY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 4614

MARIE V. ROHE, Plaintiff, VS. BANKERS LIFE AND CASUALTY COMPANY, Defendant.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 4614

AMENDED DEMURRER

Now comes the defendant, by its attorney, and amends the demurrer heretofore filed by it in this cause by adding thereto grounds Numbered 10 through 18, both inclusive:

10. No facts are alleged to show the risk which the defendant insured.

11. No facts are alleged to show that the amount claimed by the plaintiff is due under the policy described in the complaint.

12. No facts are alleged to show when the defendant became liable under the policy described in the complaint.

13. No facts are alleged to show any loss to the plaintiff from the happening of the event or peril insured by the defendant.

14. No facts are alleged to show that the defendant insured the plaintiff against the event or peril which caused her damages.

15. No facts are alleged to show that the plaintiff is the beneficiary under the alleged policy of insurance.

16. No facts are alleged to show that the policy or policies of insurance described in the complaint are the property of the plaintiff.

17. It does not allege that the defendant insured the plaintiff.

18. It does not allege any facts to show that the defendant is liable to the plaintiff under the policy or policies of insurance described in the complaint.

J. B. Blackburn
Attorney for Defendant

FILED
JAN 16 1962
ALICE J. DUCK, CLERK REGISTER

AMENDED DEMURRER

MARIE V. ROHE,

Plaintiff,

VS.

BANKERS LIFE AND CASUALTY COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4614

FILED
JAN 16 1962
NICK J. BUCK, CLERK
REGISTER

MARIE V. ROHE, Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
BANKERS LIFE AND CASUALTY COMPANY, Defendant.	)	AT LAW NO. 4614

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant, by its attorney, and demurs to the amended complaint (the amended complaint filed on July 30, 1962) and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.

2. There is a misjoinder of causes of action.

3. It does not allege when the amount alleged to be due by the defendant to the plaintiff became due.

4. The allegations of the amended complaint are conclusions of the pleader.

5. The allegations of the amended complaint are vague, indefinite and uncertain.

6. No facts are alleged to show any right on the part of the plaintiff to prosecute this action in Baldwin County, Alabama.

FILED
JUL 30 1962
ALICE J. DUCK, CLERK REGISTER

J. B. Blackburn
Attorney for Defendant

DEMURRER TO AMENDED COMPLAINT

MARIE V. ROHE,

Plaintiff,

VS.

BANKERS LIFE AND CASUALTY COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4614

FILED
JUL 30 1962
ALICE J. DUCK, CLERK REGISTER

MARIE V. ROHE, Plaintiff, VS BANKERS LIFE AND CASUALTY COMPANY, A legal reserve stock company with home offices at 4444 Lawrence Avenue Chicago, Illinois, Defendant	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 4614

AMENDED COMPLAINT

The Plaintiff claims of the Defendant Eight Hundred Seventy-one Dollars ($871.00) due from the Defendant on towit, March 22, 1960 under contracts of insurance made and entered into by and between the Plaintiff and the Defendant, on to-wit, the 12th day of August, 1959, a copy of which is attached hereto and made a part hereof as though herein set out in full, the same being designated as Family Medical or Surgical Policy and Preferred Family Hospital-Surgical Policy, and on which there is due to the Plaintiff the amount as aforestated and for which demand has been made.

Attorney for Plaintiff

FILED
AUG 20 1962
ALICE L. BUCK, CLERK REGISTER

C. G. C.

MARIE V. ROHE, Plaintiff,	)	
VS.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
BANKERS LIFE AND CASUALTY COMPANY, a legal reserve stock company with home office at 4444 Lawrence Avenue, Chicago, Illinois, Defendant.	)	AT LAW NO. 4614

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant, by its attorney, and demurs to the plaintiff's complaint as last amended (the amended complaint filed on August 20, 1962), and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.

2. No facts are alleged on which the relief sought can be granted.

3. There is a misjoinder of causes of action.

4. No facts are alleged to show any right on the part of the plaintiff to prosecute this action in Baldwin County, Alabama.

5. The allegations of the amended complaint are conclusions of the pleader.

6. The allegations of the amended complaint are vague, indefinite and uncertain.

7. No facts are alleged to show the risk which the defendant insured.

8. No facts are alleged to show that the amount claimed by the plaintiff is due under the policy described in the amended complaint.

9. No facts are alleged to show when the defendant became liable under the policy described in the amended complaint.

10. No facts are alleged to show how the defendant became liable under the policy described in the amended complaint.

11. No facts are alleged to show any loss to the plaintiff from the happening of any event or peril insured by the defendant.

12. No facts are alleged to show that the defendant insured the plaintiff against the event or peril which caused her damages.

J. B. Blackburn

Attorney for defendant

FILED
AUG 29 1962
ALICE L. [illegible], CLERK
[illegible] REGISTER

DEMURRER TO AMENDED COMPLAINT

MARIE V. ROHE,

Plaintiff,

VS.

BANKERS LIFE AND CASUALTY COMPANY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 4614