

LUTHER D. TAYLOR

PLAINTIFF

VS

THE NATIONAL SECURITY
INSURANCE COMPANY, A
CORPORATION

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER:

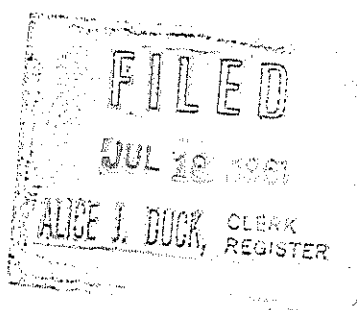
4363

Comes now Plaintiff in the above style cause and
amends his complaint to read as follows:

I

The Plaintiff claims of the Defendant FIVE-HUNDRED,
Forty Eight and 40/100 \$548.40
~~NINETY-THREE AND EIGHTY-ONE HUNDRETHS (\$593.80)~~ DOLLARS

damages for the breach of an agreement entered into between
it and Plaintiff on to-wit: the 15th day of October 1959, a
copy of which agreement is attached hereto and by reference
made a part hereof. And the Plaintiff says that although he
has complied with all its provisions on his part, the Defendant
has failed to comply with the following provisions thereof,
viz: That a member of Plaintiff's family, to-wit: his wife,
Eunice Taylor, became afflicted with cancer within the time
specified in the said agreement and after such policy was issued,
that as a direct result of such affliction with cancer on the
part of the said Eunice Taylor, insured incurred hospital
and medical expenses of the kind and within the amounts specified
in the said agreement, that the Defendant has been given notice
thereof within 20 days after the commencement of such loss,
and that Defendant has failed and refused to pay the expenses so
incurred in the aggregate sum of FIVE-HUNDRED, NINETY-THREE
205 2/10 44/100 548.40
and ~~EIGHTY-ONE HUNDRETHS (\$593.80)~~ DOLLARS; hence this suit.



W. L. Hester
ATTORNEY FOR PLAINTIFF

4363

FILED

JUL 18 1961

ALICE J. DUCK, CLERK
REGISTER

LUTHER D. TAYLOR,

Plaintiff

VS

THE NATIONAL SECURITY INSURANCE
COMPANY, A CORPORATION

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

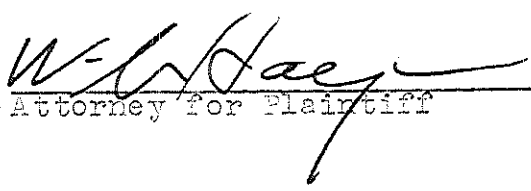
AT LAW

NUMBER:

.-.-.

Comes now the Plaintiff and demurs to plea #2 of Defendant, heretofore filed in the cause and assigns the following separate and several demurrers:

1. The Plea states no defense to the complaint.
2. The plea is couched in the subjunctive mood.
3. The plea contains allegations which are speculative and not of fact.
4. The plea contains conclusions of the pleader.
5. The plea is immaterial.
6. The plea contains immaterial allegations.
7. The plea contains allegations of hearsay.
8. The plea is immaterial.
9. The plea is a subjunctive plea.


Attorney for Plaintiff

FILED

AUG 29 1961

ALICE J. DUCK, CLERK
REGISTER

NUMBER: 4363

LUTHER D. TAYLOR,

PLAINTIFF

VS

THE NATIONAL SECURITY
INSURANCE COMPANY, A
CORPORATION

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

DEMURRERS TO PLEA

glen
8-29-61

M. 4363
 Luther J. J. J.
 15
 The National Surety
 Inc.

JURY LIST - FALL TERM - SEPTEMBER 11, 1961

- ~~1. Cooper, Grady, Farmer, Elmore~~
- ~~2. Conway, Roscoe, Brookley Field, Bay Minette~~
3. Crotwell, Alfred, Carpenter, Gulf Shores
- ~~4. Kennedy, J.C., Ins. Agent, Bay Minette~~
- ~~5. Kinnard, B.B., Clerk, Bay Minette~~
6. Lazzari, A.V., Jr., Farmer, Belforest
- ~~7. Lee, Herbert, Florist, Robertsdale~~
8. Leitersman, Annon, Farmer, Elberta
- ~~9. Lewis, William, Civil Service, Elberta~~
- ~~10. McMillan, Raymond M., Farmer, Stockton~~
- ~~11. Metherched, George J., Farmer, Bay Minette~~
12. Nail, Wilber C., Farmer, Gulf Shores
- ~~13. Nelson, Clarence A., Merchant, Fairhope~~
14. Nelson, James H., Ship Carpenter, Gulf Shores
- ~~15. Orr, Herbert, Brookley Field, Bay Minette~~
- ~~16. Norworthy, John C., Clerk, Bay Minette~~
- ~~17. Osborne, M.A., Civil Service, Foley~~
- ~~18. Page, Glenn A., Insurance, Bay Minette~~
- ~~19. Mitchell, White, Clerk, Bay Minette~~
- ~~20. Farbrough, Leon, Forester, Bay Minette~~
- ~~21. Bryers, Charles Henry, Jr., Farmer, Stockton~~
- ~~22. Casteal, Jim, Laborer, Elmore~~
23. Harrison, Bibb, Farmer, Fairhope
- ~~24. Hedge, Langston, Chemist, Bay Minette~~
25. James, Lonnie, Salesman, Bay Minette
26. Golden, David, Jr., Merchant, Foley
27. Grantham, Donald R., Farmer, Mag. Spgs.
28. Griffith, Jack, Shipyard, Fairhope
- ~~29. Hammond, Cecil C., Trk. Oper., Bay Minette~~
- ~~30. Harris, Guy H., Merchant, Foley~~
- ~~31. Ellison, W.V., Farmer, Robertsdale~~
- ~~32. Halava, Paul, Farmer, Mag. Spgs.~~
- ~~33. Codwin, Dewey C., Mechanic, Bay Minette~~
- ~~34. Day, Gladden, Salesman, Bay Minette~~
- ~~35. Calver, W. Ratson, Nurseryman, Bay Minette~~
- ~~36. Daffee, Kenneth, Brookley Field, Stockton~~
- ~~37. Duck, David, Farmer, Bay Minette~~
38. Patterson, Earnest, Farmer, Rosinton
- ~~39. Deane, William C., Ins., Bay Minette~~
- ~~40. Eiben, Albert, School Bus Mechanic, Bay Minette~~
- ~~41. Eiben, Ray, Paper Mill, Bay Minette~~
- ~~42. Eimas, R.J., Hardware, Belforest~~
- ~~43. Thieme, W.H., Foreman, Foley~~
- ~~44. Topp, Henry, Clerk, Foley~~
- ~~45. Vines, Mack, Clerk, Bay Minette~~
46. Weeks, Elliot, Mechanic, Mag. Spgs.
- ~~47. Weeks, Sydney, Farmer, Mag. Spgs.~~
- ~~48. Coleman, James A., Restaurant Oper., Gulf Shores~~
- ~~49. Bean, Jessie Forest, Farmer, Stapleton~~
- ~~50. Breen, C.A., Ala. Power Co., Bay Minette~~
- ~~51. Breathey, E.R., Contractor, Bay Minette~~

51
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 39

19

P XXXXX XXXXX XXXXX XXXXX

D XXXXX XXXXX XXXXX XXXXX

LUTHER D. TAYLOR,

Plaintiff,

vs.

THE NATIONAL SECURITY
INSURANCE COMPANY, A
CORPORATION,

Defendant.

Y
Y
Y
Y
Y
Y
Y

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

AMENDED PLEAS

Comes the Defendant in the above styled cause and amends its pleas heretofore filed in said cause and files the following separate and several pleas, viz:

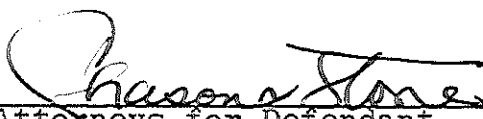
1. That the allegations of the complaint are untrue.

2. For further plea to said complaint the Defendant says that the policy sued on in the Plaintiff's complaint was issued on October 15, 1959. That the complaint claims benefits under such policy for an operation for cancer upon his wife, Mrs. Eunice S. Taylor, which was performed on her on November 2, 1959. That such policy expressly provides that such benefits are payable only when the insured becomes inflicted with cancer which originates after 12:00 o'clock noon, Standard time, on the policy date. That the cancer, which was the basis of her operation, originated prior to the policy date, hence the Plaintiff may not recover in this suit.

FILED

AUG 30 1961

ALICE J. DUCK, CLERK
REGISTER


Attorneys for Defendant

4363

LUTHER D. TAYLOR,

Plaintiff,

vs.

THE NATIONAL SECURITY IN-
SURANCE COMPANY, A CORPORA-
TION,

Defendant

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

AMENDED PLEAS

(* * * * *)

FILED

AUG 30 1961

ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

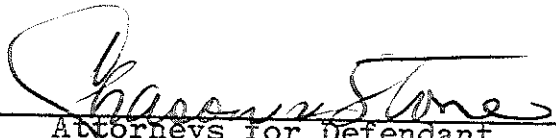
Amended Pleas

*We the jury find
in favor of the
defendant*

LUTHER D. TAYLOR,	I	
	I	IN THE CIRCUIT COURT OF
Plaintiff,	I	
vs.	I	BALDWIN COUNTY, ALABAMA
	I	
THE NATIONAL SECURITY INSURANCE	I	
COMPANY, A CORPORATION,	I	AT LAW
	I	
Defendant.	I	
	I	

Comes the Defendant in the above styled cause and files the following separate and several pleas, viz:

1. That the allegations of the complaint are untrue.
2. For further plea to said complaint the Defendant says that application for the insurance referred to in the complaint was made by Eunice S. Taylor, the wife of the Plaintiff and the person who is alleged to have incurred the hospital and medical expenses referred to, on September 2, 1959; that the policy in question was issued on October 15, 1959; that on October 16, 1959, the next day after the issuance of such policy, Mrs. Eunice S. Taylor consulted Dr. George Halliday, a physician in Bay Minette, Alabama, and complained of pains in her lower abdomen and stated to him that she had noticed the pains for approximately two weeks prior to that date, which would have been prior to the issuance of the policy; that she was admitted to the Mattie L. Rhodes Hospital on November 1, 1959, and an operation was performed on her on November 2, 1959. That such policy expressly provides that the benefits are payable only when the insured shall become inflicted with cancer which originated after 12:00 o'clock noon, Standard time, on the policy date which is October 15, 1959. That the claim in this suit is based upon an operation for a cancer which originated prior to the date of such policy, hence the Plaintiff should not be entitled to recover.


 Attorneys for Defendant

Filed
8-28-61

4363
LUTHER D. TAYLOR,

Plaintiff,

vs.

THE NATIONAL SECURITY IN-
SURANCE COMPANY, A CORPORA-
TION

Defendant

* * * * *

IN THE CIRCUIT COURT OF

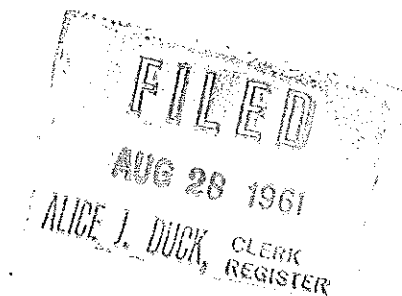
BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

PLEAS

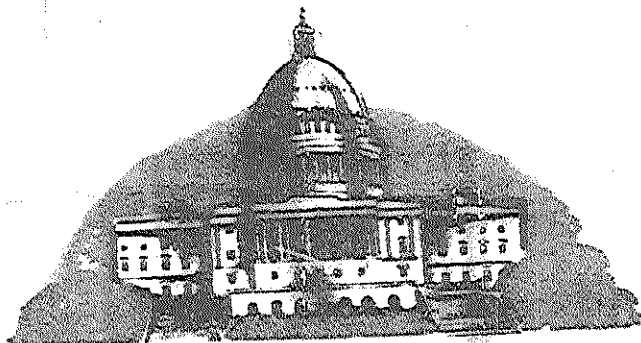
* * * * *



CHASON & STONE

ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

This Policy provides benefits for hospital services and other expenses caused by cancer to the extent herein provided, and is renewable for the lifetime of the insured at the standard established premium rate of the company in force on the date of each such renewal.



The National Security Insurance Company

Elba, Alabama

HEREBY INSURES

the Insured as defined under the Additional Provisions of this policy, to the extent herein provided, against loss resulting from hospital confinement and other specified expenses in accordance with the provisions, conditions, and limitations stated in this policy caused exclusively by cancer, hereinafter called "such sickness," provided such cancer is positively so diagnosed by a legally qualified Pathologist.

PART 1

BENEFITS FOR SUCH SICKNESS

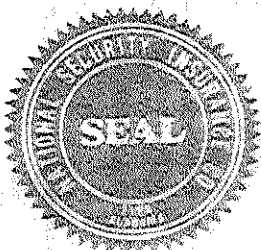
If any Insured shall become afflicted with cancer, which originates ~~after~~ 12:00 o'clock noon (Standard Time at the residence of the Insured on the Policy Date shown above, and ~~while~~ this policy is in force and such sickness is diagnosed as provided above, the Company will pay indemnities according to the Schedule of Benefits, as shown on Page Two for the expenses incurred by an Insured within Three years from the date of the first treatment for such sickness, but in no case shall more than the Maximum Benefits, as shown on Page Two, for each service or benefit be paid with respect to any one Insured. The payment of such Maximum Benefits with respect to any one Insured shall not affect the other benefits and services with respect to such Insured or any other Insured.

PART 2

EXCEPTIONS AND LIMITATIONS

- A. No loss shall be payable under this policy resulting from any disease except cancer, even though a disease other than cancer shall occur during or after such sickness, or as an after effect or as a result from such sickness, nor shall any benefit be payable hereunder on account of the loss of time.
- B. No loss shall be payable under this policy while the Insured is confined to any hospital which would furnish services without expense to the Insured under Federal, State, County or Municipal law, or to any institution wherein the Insured is entitled to services without cost to himself.
- C. The insurance on any child covered under the terms hereof shall automatically terminate on the anniversary date of this policy next succeeding such child's marriage or eighteenth birthday, but such termination shall be without prejudice to any claim originating prior thereto. The acceptance of premium by the Company after such date, or dates, shall be considered as premium for only the remaining persons who qualify as insured under the general provisions of the policy.
- D. Cancer is defined as "A disease characterized by the growth of a malignant tumor consisting of uncontrolled growth and spread of cells being the carcinoma type of cancer, the invasion of the connective tissue (sarcoma type cancer) or leukemia or Hodgkins disease in malignant form."

IN WITNESS WHEREOF, the NATIONAL SECURITY INSURANCE CO. has caused this policy to be signed by its President and its Secretary at its Home Office in the City of ELBA, ALABAMA as of the Policy Date.



J. M. Elish
Secretary

W. H. Brinson
President

PART 3

SCHEDULE OF BENEFITS FOR SUCH SICKNESS

As provided in Part 1 hereof (Benefits for Such Sickness) the Company will pay indemnities according to the following Schedule of Benefits:

A. HOSPITAL BENEFITS—MAXIMUM BENEFIT \$3,500 The Company will pay the regular charge made by the hospital for room and board, all services of regular hospital attendants, nurses, medicines, laboratory tests, and hospital apparatus used in the treatment of such sickness, not to exceed Twenty (\$20.00) Dollars for each day of the first seven (7) days of each period of confinement and Ten (\$10.00) Dollars for each day thereafter, EXCEPTION: If less than thirty days separates a successive period of confinement then the Company will pay only Ten (\$10.00) Dollars for each day of such confinement.

B. BENEFITS FOR SPECIAL NURSING SERVICES—MAXIMUM BENEFIT \$250.00 The Company will pay up to Twelve (\$12.00) Dollars per day for special nursing services on behalf of any Insured hereunder, who received full time and private care and attendance (other than that regularly furnished by the hospital) from special registered graduate nurses not related to the Insured, when required and authorized by the attending physician in treatment of such sickness.

C. BLOOD AND PLASMA BENEFIT—MAXIMUM BENEFIT \$150.00 The Company will pay the usual and customary charge for blood and plasma.

D. ANESTHESIA BENEFIT—MAXIMUM BENEFIT \$100.00 The Company will pay the professional fee of an Anesthesiologist not employed by the hospital but not to exceed \$35.00 per operation.

E. AMBULANCE BENEFIT—MAXIMUM BENEFIT \$50.00 The Company will pay the usual and customary charge made by an ambulance company for transporting the Insured to or from the hospital.

F. X-RAY, RADIUM THERAPY AND RADIO-ACTIVE ISOTOPES BENEFIT—MAXIMUM BENEFIT \$500.00 The Company will pay the usual and customary charge for such services required for treatment.

G. TRANSPORTATION BENEFIT—MAXIMUM BENEFIT \$250.00 The Company will pay the usual and customary charge, but not to exceed a total of \$250.00, for transportation of the Insured by aircraft or railroad from the legal residence of the Insured to the nearest hospital which provides a special type of treatment for "such sickness" which cannot be obtained locally and when directed by the attending physician.

H. ATTENDING PHYSICIAN BENEFIT—MAXIMUM BENEFIT \$150.00 If the Insured, as a result of such sickness shall require the services of a licensed physician and surgeon, the Company will pay an amount not to exceed Five (\$5.00) Dollars per day for doctor's visits to the Insured. Not more than one doctor's visit per day will be allowed and the term "visit" shall mean an actual personal call by the doctor. Payment under this provision will be made in addition to any payment which might be made under the schedule of operation shown below.

I. SURGICAL BENEFIT—MAXIMUM BENEFIT \$500.00 When a surgical operation is actually performed on an Insured for a condition which has been diagnosed, as provided for on Page 1, as being cancer the Company will pay the fee for such operation, not to exceed the amount set opposite the name of the operation in the Schedule of Operations below. If any operation for the treatment of cancer is performed, other than those listed below, then the Company shall pay the usual and customary fee for such operations, but in no case shall such fee exceed \$100.00. Two or more surgical procedures performed through the same abdominal incision will be considered as one operation. Payment under this schedule will be made in addition to any payment which might be made under paragraph H above.

SCHEDULE OF OPERATIONS

ABDOMEN	MAXIMUM AMOUNT	AMPUTATIONS	MAXIMUM AMOUNT	GENITO-URINARY TRACT	MAXIMUM AMOUNT
Cutting through abdominal wall for removal of organs in abdominal and pelvic cavities (unless otherwise specified below).....	\$125.00	Thigh	\$150.00	Removal of kidney.....	\$200.00
Complete resection of the stomach.....	\$200.00	Arm, forearm, entire hand, leg, or entire foot.....	\$160.00	Removal of Prostate, complete procedure.....	\$200.00
Partial resection of the stomach	\$150.00	Fingers or toes, each	\$ 15.00	Removal of uterus, tubes and ovaries.....	\$200.00
Resection of the small bowel.....	\$250.00	BRAIN		NECK	
Resection of the ascending or transverse colon.....	\$150.00	Exploratory Craniotomy.....	\$100.00	Complete resection of glands of the neck.....	\$200.00
Combined abdominal perineal resection or cancer of the rectum or sigmoid	\$200.00	Complete removal of cancer of brain	\$250.00	RECTUM	
Colostomy or ileostomy	\$100.00	BREAST		Proctectomy	\$100.00
Resection of esophagus.....	\$250.00	Amputation of one breast.....	\$100.00	SKIN	
Gastrostomy done in connection with esophagus	\$100.00	Amputation of both breasts.....	\$150.00	Cutting operation for removal from:	
Splenectomy	\$150.00	CHEST		Lip	\$ 50.00
Complete cystectomy with ureteral transplant.....	\$250.00	Exploratory thoracoplasty to establish the cancer	\$100.00	Ear	\$ 50.00
Simple excision of the bladder	\$100.00	Complete Lobectomy	\$200.00	Nose	\$ 37.50
		EXTERNAL GENITALIA		Mouth, tongue, tonsil mucous membrane of the mouth.....	\$100.00
		Women		Other parts of body	\$ 25.00
		Complete excision for removal of the vulva or vagina with regional lymph node	\$150.00	SPINAL	
		Cauterization of the cervix	\$ 25.00	Operation with removal of portion of vertebra or vertebrae	\$200.00
		Male		THROAT	
		Cancer of penis—complete excision of regional lymph nodes.....	\$150.00	Excision of larynx	\$100.00
		Orchidectomy—i.e. removal of testicles.....	\$100.00	Thyroidectomy	\$ 75.00
		EYE		Thyroid and radical complete removal of Thyroid gland (Goitre)	\$150.00
		Enucleation with complete resection	\$100.00		

1. **ENTIRE CONTRACT: CHANGES** This policy, including the endorsements and the attached papers, if any, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Insurance Company and unless such approval signed by the Insured be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.
2. **TIME LIMIT ON CERTAIN DEFENSES** (A) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the applications for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two-year period.
(B) No claim for loss incurred or disability (as defined in the policy) 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.
3. **GRACE PERIOD** A grace period of 31 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.
4. **REINSTATEMENT** If any renewal premium be not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Insurer or by any agent duly authorized by the Insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if the Insurer 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 Insurer or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt, unless the Insurance 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 Insurer 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.
5. **NOTICE OF CLAIM** Written notice of claim must be given to the Insurance Company within twenty days after the occurrence of 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 or the beneficiary to the Insurance Company at Elba, Alabama or to any authorized agent of the Insurance Company, with information sufficient to identify the Insured, shall be deemed notice to the Insurance Company.
6. **CLAIM FORMS** The Insurance 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.
7. **PROOFS OF LOSS** Written proof of loss must be furnished to the Insurer at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within ninety days after the termination of the period for which the Insurer is liable and in case of claim for any other loss 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.
8. **TIME PAYMENT OF CLAIMS** Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid each 4 weeks, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
9. **PAYMENT OF CLAIMS** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may at the option of the Insurer be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.
10. **PHYSICAL EXAMINATIONS** The Insurance 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.
11. **LEGAL ACTIONS** No action at law or in equity shall be brought to recovery 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.
12. **CHANGE OF BENEFICIARY** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be required to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

ADDITIONAL PROVISIONS

RENEWAL NOTICE OF CHANGE IN PREMIUM This policy is renewable for the entire lifetime of the Insured but each renewal shall be at the established standard premium rate for such policy on the date of each renewal. In the event of a change in the established standard premium rate, the Company shall notify the Insured in writing at his last known address of such change at least thirty (30) days before the due date, at which such change is to become effective.

OPTION TO SURRENDER WITHIN TEN DAYS— If the conditions and terms of this policy are not satisfactory to the Insured, this policy may be surrendered to the Company at its Home Office or to an Authorized Representative of the Company within ten days from the date hereof, whereupon it will be cancelled and the premiums paid heretofore returned.

Mr. Abdomale

THIS IS A LIMITED POLICY—READ IT CAREFULLY

1.	Name of Insured	2. Plan	3. Age	4.	5. Dist.	Debit	6. Daily Room	6A	7. Max. Surgical	Mo.	Day	Yr.
	TAYLOR LUTHER D	612		200	342					201550		
				10.	11.	12.						
				10902526							200	

Insured Members of Family

Insured Members of Family

13. Policy Number

14. Monthly Premium

ADDITIONAL PROVISIONS

Owner named in the schedule on the face of this policy. If this is a Family Group policy the term "insured" whenever used in this policy shall mean the Owner named on the schedule on the face of this policy, the spouse of the Owner, and any unmarried children, step-children and legally adopted children who are under eighteen years of age. A spouse and unmarried children who have not attained their eighteenth birthday not originally insured hereunder shall be automatically insured under this policy if in good health and free from all physical impairments at the time of birth, adoption or marriage, and upon payment of the difference in the premium for an individual policy and the premium for a family group policy.

2. ~~OWNERS DESIGNATED~~ The person so designated in the schedule on the face of this policy shall be considered the Owner of this policy.

4. ~~3. MODIFIED CONTRACT~~ "Hospital" under this policy shall mean any licensed or incorporated hospital, having facilities for a physician's food service and also which is equipped with a laboratory, which has a minimum of five rooms for the accommodation of at least five resident bed patients, which has a registered nurse always on duty, and which has an operating room where major operations are performed by a licensed physician and surgeon.

members of the Family Group, and every transaction relating to this policy shall be between the Company and such Owner.

2. COMPATIBILITY 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.

LUTHER D. TAYLOR

PLAINTIFF

VS

THE NATIONAL SECURITY
INSURANCE COMPANY, A
CORPORATION

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

.....

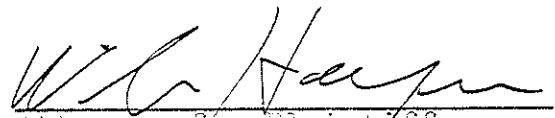
I

The Plaintiff claims of the Defendant FIVE-HUNDRED, NINETY-THREE and EIGHTY ONE-HUNDREDTHS (\$593.80) DOLLARS damages for the breach of an agreement entered into by it on the 15th day of October, 1959, a copy of which agreement is attached hereto and by reference made a part hereof. And the Plaintiff says that although he has complied with all its provisions on his part, the Defendant has failed to comply with the following provisions thereof, viz: That a member of Plaintiff's family, to-wit: his wife, Eunice Taylor, became afflicted with cancer within the time specified in the said agreement, that insured incurred hospital and medical expenses of the kind and within the amounts specified in the said agreement and that Defendant has failed to pay the expenses so incurred in the aggregate sum of FIVE-HUNDRED, NINETY-THREE and EIGHTY ONE-HUNDREDTHS (\$593.80) DOLLARS, hence this suit.


II

The Plaintiff claims of the Defendant the sum of FIVE-HUNDRED, NINETY-THREE and EIGHTY ONE-HUNDREDTHS (\$593.80) DOLLARS damages for the breach of an agreement entered into by it on, to-wit: October 15, 1959, a copy of which is hereto attached and by reference made a part hereof, wherein Defendant, for in consideration of the sum of FIFTEEN and NO/100 (\$15.00) DOLLARS per year agreed to and did insure Plaintiff against loss for hospital confinement and other specified expenses caused exclusively by cancer afflicting Plaintiff and his family. Plaintiff avers that a member of his family, to-wit, his wife, did become afflicted with cancer on to-wit, the 1st day of November, 1959 and within the time specified by the said agreement. The Plaintiff says that although he has complied with

all the provisions of the said agreement on his part, the Defendant has failed to comply with the following provisions thereof, viz., the Defendant has failed to pay to the Plaintiff the said sum of FIVE-HUNDRED, NINETY-THREE and EIGHTY ONE-HUNDREDTHS (\$593.80) DOLLARS. Plaintiff avers that he incurred hospital and medical expenses of said sum as a result of a member of his family, to-wit, his wife, becoming afflicted with cancer while the policy was in full force and effect. Plaintiff further avers that the policy is the property of himself.


Attorney for Plaintiff

Plaintiff demands trial
by Jury.


Attorney for Plaintiff

FILED

AUG 1 1960

ALICE J. DUCK, Clerk

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[Handwritten signature]

NUMBER: _____

LUTHER D. TAYLOR
PLAINTIFF

VS

THE NATIONAL SECURITY
INSURANCE COMPANY, A
CORPORATION

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

FILED

AUG 1 1960

ALICE J. DUCK, Clerk

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SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 4363

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon THE NATIONAL SECURITY INSURANCE COMPANY, A CORP.

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

THE NATIONAL SECURITY INSURANCE COMPANY, A CORPORATION-----, Defendant-----

by LUTHER D. TAYLOR-----

-----, Plaintiff-----

Witness my hand this 1st day of August 19 60

Alice J. Luck-----, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

LUTHER D. TAYLOR

Plaintiffs

vs.

THE NATIONAL SECURITY INSURANCE

COMPANY, A CORPORATION

Defendants

Summons and Complaint

Filed August 1st, 1960

Alice J. Duck Clerk

Wilson & Hayes

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

, 19

Sheriff.

I have executed this summons

this 3 Aug 1960
by leaving a copy with*H. M. English Sec
National Security
Insurance Co*

Sheriff.

Deputy Sheriff.

LUTHER D. TAYLOR,	X	
Plaintiff,	X	
	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
THE NATIONAL SECURITY	X	
INSURANCE COMPANY, A Cor-	X	LAW SIDE.
poration,	X	
Defendant.	X	

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.
2. That the allegation in each count of the complaint claiming damages for a breach of an agreement entered into by "it" does not allege that the contract was entered into by both parties.
3. That the allegation in Count 1 of the complaint "the Plaintiff says that although he has complied with all its provisions on his part" does not allege what provisions are referred to and what instrument is referred to.
4. That the allegation in Count 1 of the complaint that Eunice Taylor became afflicted with cancer within the time specified in said agreement is but a conclusion of the pleader and does not allege that she became afflicted with such cancer after such policy was issued.
5. That the allegations in Count 1 of the complaint that the Defendant failed to pay the expenses incurred does not allege that any demand was made upon the Defendant for payment of such expenses.
6. That Count 2 of the complaint does not allege that the Plaintiff paid the consideration referred to to the Defendant.
7. That Count 2 of said complaint fails to allege that the cancer which afflicted the wife of the Plaintiff had its origin after execution and delivery of the policy sued on.
8. That Count 2 of the complaint does not allege that the Plaintiff made any demand on the Defendant for payment under the terms of such policy.

FILED

AUG 16 1960

ALICE J. DOWDY, Clerk

Sharon Stone
Attorneys for Defendant

4363

LUTHER D. TAYLOR,

Plaintiff,

vs.

THE NATIONAL SECURITY
INSURANCE COMPANY, A Cor-
poration,

Defendant

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

* * * * *

DEMURRER

* * * * *

FILED

AUG 16 1960

ALICE J. DUCK, Clerk