

DOCKET NO. 174

Number	Term	Year
482	May	1961

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County National Bank at Clearfield

---

**Versus**

David G. Price, alias

---

David Price

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Catherine Price

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# STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

County National Bank at Clearfield

Osceola Mills

VERSUS

David G. Price, alias

Davis Price

Catherine Price

No. 482 TERM May 19 61  
to revive No. 429 May Term, 1956  
Penal Debt \$  
Real Debt \$ 998.92  
Atty's Com. 5% \$  
Int. from June 30, 1961  
Entry & Tax By Plff. \$ 3.50  
Att'y Docket \$  
Satisfaction Fee 1.00  
Assignment Fee 1.00  
Instrument Amicable Revival  
Date of Same July 12 19 61  
Date Due In Installments 19  
Expires July 13 19 66

Entered of Record 13th day of  
Certified from Record 13th day of

July 19 61 7:40 AM EST  
July 19 61

*Wm. T. Hagerty*  
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on ..... **DEC 12 1964** ....., 19 ....., of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-

tary is authorized to enter Satisfaction on the same  
THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

*Robert M. C. ...*

Witness

*Carl E. Walker*

Plaintiff

SIGN THIS BLANK FOR ASSIGNMENT

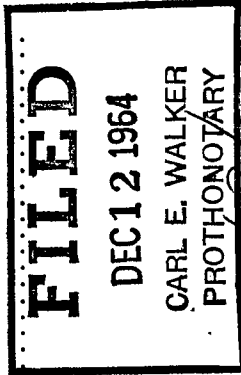
Now, ....., 19 ....., for value received ..... hereby

assign, transfer and set over to ..... Address Assignee

..... of .....

above Judgment, Debt, Interest and Costs without recourse.

.....  
Witness



# Amicable Revival.

THE COUNTY NATIONAL BANK AT CLEARFIELD  
OSCEOLA MILLS OFFICE  
Osceola Mills, Penna.

**In the Court of Common Pleas**  
of Clearfield County.  
of May Term, 19 56  
No. 429  
Judgment for - - \$ 1800.00  
Interest from July 11, 1956

David G Price alias David Price  
Catherine Price

STATE OF PENNSYLVANIA, }  
County of Clearfield } ss.

The Plaintiff THE COUNTY NATIONAL BANK AT CLEARFIELD and the  
Defendant in the above-stated Judgment, do hereby agree to revive the same amicably,  
for the sum of Nine Hundred Ninety-eight and 92/100-----  
----- Dollars, with interest  
from June 30, 1961 and costs; and do hereby authorize  
the Prothonotary of Clearfield County so to enter Judgment of  
Revival of the same upon the Record with the same effect, in all respects, as if a Scire  
Facias post annum et diem, et quare executionem non to revive and continue the lien of  
said Judgment, according to the Acts of Assembly, had been issued and served on the  
Defendant, and Judgment had been entered thereon in open Court.

Witness their hand and seals this 12th day of July  
A. D. 19 61

WITNESS PRESENT

*K. J. C. Kuefer*

*David G. Price* (SEAL)  
David G. Price (alias David Price)  
*Catherine Price* (SEAL)  
Catherine Price

5/6

Court of Common Pleas  
of \_\_\_\_\_ County,

May Term, 1961  
No. 482

vs.

Amirable Revital,

For \$ .....

Interest from  
Filed 5/16/81 21

7:40 AM EST

RECEIVED  
PROthonotary

35 149

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

VS.

MUTUAL BENEFIT HEALTH  
AND ACCIDENT ASSOCIATION,  
a mutual insurance company

:  
:  
: No. 483 Mey Term, 1961  
:  
: IN ASSUMPSIT  
:

C O M P L A I N T

JOSEPH RADOMSKY, Plaintiff, states the following cause of action against the Defendant:

(1). The name of the Plaintiff is Joseph Radomsky, a resident of Osceola Mills, Clearfield County, Pennsylvania.

(2). The name of the Defendant is the Mutual Benefit Health and Accident Association, a mutual insurance company, with its principal office in the City of Omaha, State of Nebraska, and a regular place of business at 1500 Investment Building, 239 Fourth Avenue, Pittsburgh 22, Pennsylvania.

(3). On August 4, 1955, Joseph Radomsky purchased from the Defendant a health and accident Policy No. 256741-55 M wherein the Defendant promised to pay the Joseph Radomsky the sum of Two Hundred (\$200.00) Dollars per month in the event the Plaintiff was unable to perform gainful occupation within the meaning of the terms of the contract, a copy of which is attached hereto, made a part hereof, and marked "Exhibit A".

(4). Plaintiff has paid all premiums and performed all conditions required of him under said policy.

(5). The Plaintiff, at the time of issuance of the policy said at the time of disability thereafter complained of, was an active coal operator of bituminous coal mines and actively himself engaged in coal mining.

(6). Since on or before November 1, 1957, the Defendant has been unable to perform any of his former duties as coal operator and coal miner, has been confined to his home, and has been under the care of a physician because of an illness diagnosed as

cephalalgia, which illness subjects the Plaintiff to severe headache, chill, nausea and other defects, and which effects are aggravated by any exposure to coal or damp weather.

(7). The Plaintiff has submitted medical proof of Defendant that he is totally disabled and unable to continue any gainful occupation within the terms of "Exhibit A".

(8). The Defendant paid the monthly sickness benefits according to the terms of the policy from December 1, 1957 to December 1, 1959.

(9). Since ~~September~~ 1, 1960, the Defendant has refused and does continue to refuse to comply with the policy provisions set out in "Exhibit A".

(10). The Plaintiff has been and does continue to be suffering a total loss of time according to the terms of the policy.

(11). Plaintiff was found to be totally disabled by the Pittsburgh Diagnostic Clinic.

(12). The Defendant is indebted to the Plaintiff in the sum of Two Hundred (\$200.00) Dollars per month from September 1, 1960 to July 1, 1961, and in addition, until the Plaintiff is able to return to his former gainful occupation of coal mining.

WHEREFORE, Plaintiff demands judgment in the amount of Four Thousand Two Hundred (\$4,200.00) Dollars, with interest on the component parts, together with a refund of all premiums paid on or after October 1, 1959.

SMITH, SMITH & WORK

BY

*Joseph P. Work*  
ATTORNEYS FOR PLAINTIFF

STATE OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD :

JOSEPH RADOMSKY, Plaintiff above named, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

s/ Joseph Radomsky  
(Joseph Radomsky)

Sworn and subscribed to

before me this 12<sup>th</sup> day

of July, 1961.

(Seal)

s/ Joseph T. Carter

Notary Public Olyphant Mills Borough Clearfield Co.  
MY COMMISSION EXPIRES JANUARY 18-1963



**This Policy Is Renewable as Stated in the Renewal Agreement and Provides Benefits for Loss of Time Resulting from Accidental Bodily Injuries or Sickness to the Extent Herein Provided.**

# MUTUAL BENEFIT HEALTH & ACCIDENT ASSOCIATION

OMAHA, NEBRASKA

(Herein called the Association)

HENRY INSURES the person named as the Insured in the Schedule on the last page of this policy, subject to the provisions of this policy, against loss of time beginning while this policy is in force and resulting from (1) accidental bodily injuries received while this policy is in force, or (2) sickness contracted while this policy is in force and more than 30 days (90 days in case of heart trouble, hernia, or any disease of the female generative organs) after the Policy Date, but this policy does not cover:

- (a) injuries received while traveling by air except as provided in Part D,
- (b) injuries or sickness incurred or causing loss commencing outside the United States, Canada, Alaska, Mexico, Hawaii, Canal Zone or the West Indies more than 6 months after departure from the nearest countries or territories,
- (c) loss caused by act of declared or undeclared war, or sustained while in the armed services (upon written notice to the Association of entry into such service, the pro rata unearned premium shall be returned to the Insured), or

any injury or mental distress or disability, or death, or complications thereof.

## PART A

### POLICY TERMS

The term, "total loss of time", referred to in Parts B, E and F, means that period of time during which the Insured is able to perform none of his occupational duties, receives no pay for performing work or service of any kind, and is regularly attended by a legally qualified physician, other than himself.

The term, "partial loss of time", referred to in Part E, means that period of time during which the Insured is unable to perform one or more of his regular occupational duties and is regularly attended by a legally qualified physician, other than himself.

The term, "confinement", referred to in Part E, means that period of time during which sickness requires the Insured's remaining within doors and receiving regular attendance therein by a legally qualified physician, other than himself. Confinement shall not be considered terminated by reason of transportation of the Insured for necessary treatment at the doctor's office or hospital.

The Monthly Benefit, Policy Date, First Renewal Date, Initial Premium and Renewal Premium referred to in this policy are shown in the Schedule on the last page of this policy.

## PART B

### MONTHLY ACCIDENT BENEFITS

When covered injuries result in covered loss of time, benefits will be paid as follows for one day or more beginning on the date of the first medical attendance during such loss of time:

**TOTAL LOSS OF TIME:** Benefits will be paid during continuous total loss of time at the rate of the Monthly Benefit per month so long as the Insured lives.

**PARTIAL LOSS OF TIME:** Benefits will be paid during continuous partial loss of time at the rate of 50% of the Monthly Benefit per month, but not to exceed 3 months for any one accident.

## PART C

### OPTIONAL ACCIDENT MEDICAL BENEFITS

When covered injuries require medical treatment by a legally qualified physician and no claim is made for benefits under Part B, the Association will pay for the expense incurred by the Insured for such treatment, but not to exceed \$25.00 for any one accident.

## PART D

### AIR TRAVEL ACCIDENT COVERAGE

This policy covers injuries received while the Insured is traveling as a passenger in a licensed passenger aircraft provided by a common carrier of passengers and operated by a licensed transport pilot upon a regularly scheduled route between cities, towns, or points, or between such points and other points, as shown on the policy.

## PART E

### MONTHLY SICKNESS BENEFITS


When covered sickness results in covered loss of time, benefits will be paid as follows for one day or more beginning on the date of the first medical attendance during such loss of time:

**CONFINING TOTAL LOSS OF TIME:** Benefits will be paid during continuous total loss of time while there is continuous confinement at the rate of the Monthly Benefit per month so long as the Insured lives.

**NONCONFINING TOTAL LOSS OF TIME:** Benefits will be paid during continuous total loss of time while there is no continuous confinement at the rate of the Monthly Benefit per month, but not to exceed 3 months for any one sickness.

EXHIBIT A

Policy No. <b>256741-55</b>		Monthly Premium <b>\$2.00</b>	
Policy Date <b>7-11-55</b>	First Payment Date <b>8-1-55</b>	Initial Premium <b>\$42.40</b>	Face of Policy <b>\$200.00</b>
Agent <b>Dep. G. McNamee</b>		Insured <b>Joseph R. McNamee</b>	
Arthur R. Seldham		204 Blanchard St.	
		Ossola Mills	



**UNITED BENEFIT ASSOCIATION**

**CHARTERED 1905**

**THIS POLICY IS RENEWABLE AS STATED IN THE RENEWAL AGREEMENT AND PROVIDES BENEFITS FOR LOSS OF TIME RESULTING FROM ACCIDENTAL BODILY INJURIES OR SICKNESS TO THE EXTENT HEREIN PROVIDED.**

Continued by:

*John J. McNamee*

*Charles R. Seldham*

When covered injuries or sickness results in total loss of time, the Association shall be liable under this policy and each total loss of time shall be maintained for a period of at least six months, the Association, provided the policy is then in force, will pay the compensation, except, however, for any attached claim, thereafter becoming due during continuance of such compensable total loss of time.

**PART G.**

**RENEWAL AGREEMENT**

Regardless of changes in the physical condition of the Insured, the Association agrees to renew this policy from term to term upon tender of the Renewal Premium (if applicable schedule of premium rates are changed, the right is reserved to change the Renewal Premium accordingly) prior to expiration of the term. Renewal shall be provided subject only to the reservation that the Association, at its option, may refuse to renew this policy when:

- (1) the Insured is over 65 years of age (in such case, the Insured must be written application, shall be eligible for insurance for which he then qualifies),
- (2) the total monthly amount of loss or disability benefit actually carried by the Insured with all companies exceeds \$500.00 or 60% of the Insured's monthly earnings for work or services performed, whichever is less, (in such case, the Insured shall be eligible for continuation of coverage for the amount for which he then qualifies),
- (3) the Insured's occupation is changed to one classified by the Association's occupational manual then in effect as more hazardous than the occupation stated in the Insured's application, (in such case, the Insured shall be eligible for such insurance as may be applicable in his new occupation),
- (4) there is objection to applying this policy on any grounds provided hereunder.

No change of address will affect any of the above provisions.

**Policy Provisions**

1. **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 made without approval by an executive officer of the Association 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.

2. **Time Limit on Certain Defenses:** (a) After two years from the Policy Date, no misstatements, except fraudulent misstatements, made by the applicant in the application for this policy shall be used to void this policy or to deny a claim for loss of time (as defined in the policy) commencing on or after the expiration of such two-year period.

(b) No claim for loss of time (as defined in the policy) commencing on or after two years from the Policy Date shall be denied or delayed 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:** Unless not less than five days prior to the premium due date the Association has delivered to the Insured or has mailed to his last address as shown by the records of the Association written notice of its intention not to renew this policy beyond the period for which the premium has been attempted for any reason stated in Part G, a grace period of thirty days will be granted for the payment of each premium falling due after the first premium, during which grace period this policy shall continue in force.

4. **Reinstatement:** If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Association or by any agent duly authorized by the Association to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if the Association 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 Association or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt. In such case, the Association shall not be bound by the Insured's application for reinstatement after the date of reinstatement and loss due to such sickness or accident beginning more than ten days after such date. In all other respects the Insured and Association shall have the same rights and duties as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions contained 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 Association within twenty days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as reasonably possible. Subject to the qualifications set forth below, if the Insured suffers loss of time on account of disability for which indemnity may be payable for at least two years, he shall, at least once every six months after having given notice of claim, give to the Association notice of continuance of said disability, except in the event of legal incapacity. The period of six months following any filing of proof by the Insured or any payment by the Association on account of such claim or any denial of liability in whole or in part by the Association shall be excluded in applying this provision. Delay in the giving of such notice shall not impair the Insured's right to any indemnity which would otherwise have accrued during the period of six months preceding the date on which such notice is actually given. Notice given by or on behalf of the Insured to the Association at Chicago, Nebraska, or to any authorized agent of the Association, with information sufficient to identify the Insured, shall be deemed notice to the Association.

6. **Claim Forms:** The Association, 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:** Periodic payment will be made in case of loss of time for which benefits accrue during a period of more than one month. Written proof of loss must be furnished to the Association 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 Association is liable and in case of claim for continuation within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate 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 when it could be furnished.

8. **Time of Payment of Claims:** Indemnity shall be payable for any loss other than loss for which this policy provides any periodic payment within ten days after the giving of written proof of such loss. Subject to due written proof of loss, all accrued indemnity payments shall be paid at the expiration of each month and any balance remaining unpaid upon the termination of liability shall be paid immediately upon receipt of due written proof.

9. **Payment of Claims:** Indemnity for loss of time (as defined in the policy) will be payable in accordance with the beneficiary designation and the provisions contained hereon and attached hereto and effective at the time of payment. If no such designation or provision is made 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 Association, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

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 receipt, the Association 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 Association to be equitably entitled thereto. Any payment made to the Association in full under the provisions shall fully discharge the Association to the extent of such payment.

10. **Medical Examination and Autopsy:** The Association of Mutual Benefactors shall have the right and opportunity to examine the person of the insured then and so often as it may reasonably require during the pendency of this policy hereunder and to make an autopsy in case of death where it is not forbidden by law.

11. **Legal Action:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written notice 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 date written proof of loss is required to be furnished.

12. **Change of Beneficiary; Assignment:** The right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries or to any other changes in this policy.

13. **Misstatement of Age:** If the age of the insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age.

14. **Insurance with Other Insurers:** If there be other valid coverage, not with this Association, providing benefits for the same loss on other than an apportioned basis and of which this Association has not been given written notice prior to the occurrence or commencement of loss, the only liability for such benefits under this policy shall be for such proportion of the indemnification, otherwise provided by such other insurance, as the face indemnification of which the Association had notice (including the indemnification under this policy) bear to the total amount of all the indemnifications for such loss, and for the return of such portion of the premium paid as shall exceed the pro-rata portion for the indemnities thus determined.

15. **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 at such date is hereby amended to conform to the aforesaid requirements of such statutes.

### Additional Provisions

(a) The copy of the application, attached hereto, is hereby made a part of this contract and this policy is issued in consideration of the amounts shown to the questions in the application and the payment in advance of the Initial Premium for the initial term ending on the First Renewal Date.

(b) The term of this policy begins on the Policy Date at 12 o'clock noon, Standard Time of the place where the insured then resides and ends at 12 o'clock midnight, the same Standard Time, on the First Renewal Date. Each renewal term ends at 12 o'clock midnight, the same Standard Time on the date the next renewal term begins.

(c) The Schedule appearing on the last page of this policy shall be construed as a part of this contract as though it formed the condition clause hereto.

(d) The Association operates on the full legal reserve basis and the liability for such reserve shall not exceed the additional premium in the amount of the Renewal Premium.

(e) No provision of the charter or by-laws of the Association shall be construed to limit the power of the Association in defense of any legal proceeding hereunder.

(f) The Annual Meeting of the Association will be held on the first day of February, at the Home Office of the Association.

IN WITNESS WHEREOF, MUTUAL BENEFITERS ASSOCIATION & ACCIDENT ASSOCIATION has caused this policy to be signed by its President and its Secretary.

*[Signature]*  
Secretary

*[Signature]*  
President

**RECORD ADJUSTMENT**

In compliance with your request, the following adjustment has been made on the Records of Policy Number 107200-256741-55

Question #8-e: Flu and colds

**MUTUAL BENEFIT HEALTH & ACCIDENT ASSOCIATION**

Effective Date 7-14-55

*V. J. Schmitt*  
President.

M3031 11-55

### INDIVIDUAL ACCIDENTAL DEATH BENEFIT RIDER

This rider is made a part of the policy to which it is attached and is subject to all provisions of the policy which are not in conflict with the provisions of this rider.

Effective Date (same as the Policy Date if no date shown) : .....

Premium (included in the policy premium if no amount shown) : \$ .....

Accidental Death Benefit; \$ ..... 5000.00

In consideration for the payment of the premium for this rider, the Insured is hereby insured, subject to the provisions of this rider, against loss of life resulting from accidental bodily injuries received by the Insured while this rider is in force; but this rider does not cover:

- (a) suicide, sane or insane,
- (b) injuries received while traveling by air unless received while traveling as a passenger in a licensed passenger aircraft provided by a common carrier of passengers and operated by a licensed transport pilot upon a regularly scheduled passenger route between definitely established airports,
- (c) injuries incurred or causing death outside the United States, Canada, Alaska, Mexico, Hawaii, Canal Zone or the West Indies more than 6 months after departure from the named countries or territories, or
- (d) death caused by act of declared or undeclared war, or sustained while in the armed services (upon written notice to the Association of entry into such service, the pro rata unearned premium shall be returned to the Insured).

#### PART A.

#### BENEFITS

The Association will pay the above shown Accidental Death Benefit in the event that covered injuries result in continuous total loss of time within 20 days after the date of the accident and, independently of sickness and all other causes, result in the death of the Insured within 13 weeks after the date of the accident and during such loss of time.

#### PART B.

#### DEFINITION OF "TOTAL LOSS OF TIME"

The term, "total loss of time", means that period of time during which the Insured is able to perform none of his occupational duties, receives no pay for performing work or service of any kind, and is regularly attended by a legally qualified physician, other than himself.

#### PART C.

#### TIME LIMIT ON CERTAIN DEFENSES

After two years from the effective date of this rider, no misstatements, except fraudulent misstatements, made by the applicant in the application for this rider shall be used to void this rider or to deny a claim hereunder for loss incurred after the expiration of such two-year period.

MUTUAL BENEFIT HEALTH & ACCIDENT ASSOCIATION



President.

### INDIVIDUAL HOSPITAL BENEFITS RIDER

This rider is made a part of the policy to which it is attached and is subject to all provisions of the policy which are not in conflict with the provisions of this rider.

Effective Date (same as the Policy Date if no date shown) : .....

Premium (included in the policy premium if no amount shown) : \$ .....

Daily Benefit: \$ ..... 12.00 .....

In consideration for the payment of the premium for this rider, the Insured is hereby insured, subject to the provisions of this rider, against loss because of hospital confinement of the Insured beginning while this rider is in force and resulting from (1) accidental bodily injuries received while this rider is in force, or (2) sickness contracted while this rider is in force and more than 30 days (90 days in case of heart trouble, hernia or any disease of the female generative organs) after the effective date of this rider; but this rider does not cover:

- (a) any sickness resulting in a surgical operation performed within 90 days after the effective date of this rider,
- (b) childbirth, pregnancy or complications thereof,
- (c) injuries or sickness incurred or causing loss commencing outside the United States, Canada, Alaska, Mexico, Hawaii, Canal Zone or the West Indies more than 6 months after departure from the named countries or territories, or
- (d) insanity or mental disorders; services provided by or paid for by the United States Government or any instrumentality thereof; or loss caused by act of declared or undeclared war, or sustained while in the armed services (upon written notice to the Association of entry into such service, the pro rata unearned premium shall be returned to the Insured).

#### PART A.

#### BENEFITS

When covered injuries or sickness results in covered hospital confinement of the Insured, benefits will be paid during such confinement at the rate of the above shown Daily Benefit per day, but not to exceed 300 days for any one accident or sickness.

#### PART B.

#### DEFINITION OF "HOSPITAL CONFINEMENT"

The term, "hospital confinement", means confinement as a resident bed patient within a place, other than a convalescent, nursing or rest home, or any hospital operated by the United States Government or any instrumentality thereof, having accommodations for resident bed patients, a laboratory, a registered nurse always on duty, and an operating room where surgical operations are performed by a legally qualified physician or physicians.

Form 1201M

(over)

**PART C.**

**TIME LIMIT ON CERTAIN DEFENSES**

After two years from the effective date of this rider, no misstatements, except fraudulent misstatements, made by the applicant in the application for this rider shall be used to void this rider or to deny a claim hereunder for loss incurred after the expiration of such two-year period.

No claim hereunder for loss incurred after two years from the effective date of this rider 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 rider.

**MUTUAL BENEFIT HEALTH & ACCIDENT ASSOCIATION**

A handwritten signature in dark ink, appearing to read "V. J. Skutt", is written over the printed name.

President.



### NONCONFINING SICKNESS BENEFITS EXTENSION RIDER

This rider is made a part of the policy to which it is attached and is subject to all provisions of the policy which are not in conflict with the provisions of this rider.

Effective Date (same as the Policy Date if no date shown) : .....

Premium (included in the policy premium if no amount shown) : \$ .....

In consideration for the payment of the premium for this rider, it is agreed that after the period for which sickness benefits are payable under the nonconfining total loss of time provision stated in Part E of the policy, the Association will pay benefits for one day or more during continuance of total loss of time covered by said provision at the rate of the Monthly Benefit, shown in the policy, per month, for the first 9 months of such total loss of time, and thereafter during continuance of such total loss of time at the rate of 50% of the Monthly Benefit, shown in the policy, per month so long as the Insured lives.

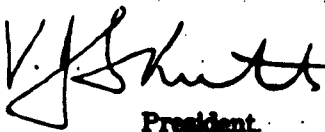
### TIME LIMIT ON CERTAIN DEFENSES

After two years from the effective date of this rider, no misstatements, except fraudulent misstatements, made by the applicant in the application for this rider shall be used to void this rider or to deny a claim hereunder for loss incurred after the expiration of such two-year period.

No claim hereunder for loss incurred after two years from the effective date of this rider 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 rider.

### MUTUAL BENEFIT HEALTH & ACCIDENT ASSOCIATION

Form 1220M

  
President.

## INDIVIDUAL MENTAL DISORDER RIDER

This rider is made a part of the policy to which it is attached and is subject to all provisions of the policy which are not in conflict with the provisions of this rider.

Effective Date (same as the Policy Date if no date shown) : .....

Premium (included in the policy premium if no amount shown) : \$.....

In consideration for the payment of the premium for this rider, the Insured is hereby insured, subject to the provisions of this rider, against loss of time beginning while this rider is in force and resulting from insanity or mental disorders contracted by the Insured while this rider is in force and more than 30 days after the effective date of this rider; but this rider does not cover:

- (a) insanity or mental disorders incurred or causing loss commencing outside the United States, Canada, Alaska, Mexico, Hawaii, Canal Zone or the West Indies more than 6 months after departure from the named countries or territories, or
- (b) loss caused by act of declared or undeclared war, or sustained while in the armed services (upon written notice to the Association of entry into such service, the pro rata unearned premium shall be returned to the Insured).

### PART A.

#### BENEFITS

When insanity or mental disorders covered by this rider results in covered loss of time, benefits will be paid as follows for one day or more beginning on the date of the first medical attendance during such loss of time:

**CONFINING TOTAL LOSS OF TIME:** Benefits will be paid during continuous total loss of time while there is continuous confinement at the rate of the Monthly Benefit, shown in the policy, per month, but not to exceed 24 months for any one sickness.

**NONCONFINING TOTAL LOSS OF TIME:** Benefits will be paid during continuous total loss of time while there is no confinement at the rate of the Monthly Benefit, shown in the policy, per month, but not to exceed 3 months for any one sickness.

### PART B.

#### DEFINITION OF "TOTAL LOSS OF TIME"

The term, "total loss of time", means that period of time during which the Insured is able to perform none of his occupational duties, receives no pay for performing work or service of any kind, and is regularly attended by a legally qualified physician, other than himself.


### PART C.

#### TIME LIMIT ON CERTAIN DEFENSES

After two years from the effective date of this rider, no misstatements, except fraudulent misstatements, made by the applicant in the application for this rider shall be used to void this rider or to deny a claim hereunder for loss incurred after the expiration of such two-year period.

No claim hereunder for loss incurred after two years from the effective date of this rider 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 rider.

## MUTUAL BENEFIT HEALTH & ACCIDENT ASSOCIATION



President.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

VS

MUTUAL BENEFIT HEALTH AND  
ACCIDENT ASSOCIATION

No. 483 May Term, 1961

IN ASSUMPSIT

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

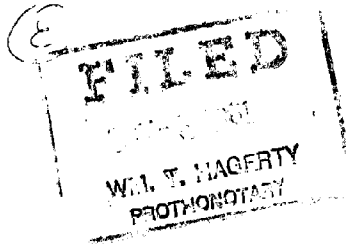
SIR:

Put the above matter on the Argument List for the next  
term of Argument Court.

SMITH, SMITH & WORK

BY [Signature]  
Attys. for Plaintiff

Dated: October 5, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

VS.

No. 483 May Term 1961

MUTUAL BENEFIT HEALTH AND  
ACCIDENT ASSOCIATION, A  
MUTUAL INSURANCE CORPORATION :

A PRAECIPE FOR DISCONTINUANCE AND SATISFACTION

TO WILLIAM T. HAGERTY, PROTHONOTARY

Sir:

Having received debt, interest and costs in the  
above suit. Mark this suit discontinued and satisfied of  
record.

SMITH, SMITH & WORK

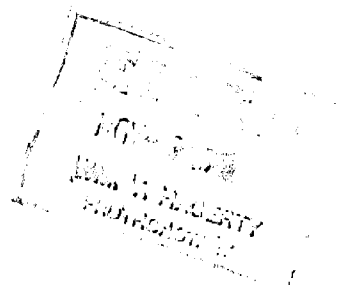
BY

*Joseph P. Work*

*J. S. & W. 7.50*  
*Pro. 7.50*  

---

*15.00*



And now this 7<sup>th</sup> day of August 1961 Service  
accepted by Amy Smith Smith & Clark  
by Joseph P. Clark

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA No. 483 May Term 1961 In Assumpsit
JOSEPH RADOMSKY  VS.  MUTUAL BENEFIT HEALTH AND ACCIDENT ASSOCIATION
<u>ANSWER and NEW MATTER</u>
TO THE WITHIN PLAINTIFF:
You are hereby notified to plead to the enclosed New Matter within twenty (20) days of service thereof.
AMMERMAN & BLAKLEY  (3) <i>Chas. E. Clark</i> <b>FILED</b> for AUG 7 1961 Wm. F. HARGREAVE PROthonotary ROBERT AMMERMAN & BLAKLEY Clearfield, Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY	(	
	)	No. 483 May Term 1961
VS.	(	
	)	In Assumpsit
MUTUAL BENEFIT HEALTH	(	
AND ACCIDENT ASSOCIATION	)	

ANSWER

The MUTUAL BENEFIT HEALTH AND ACCIDENT ASSOCIATION, Omaha, Nebraska, defendant, answers the plaintiff's complaint as follows:

1. Admitted.
2. Admitted.
3. It is admitted that Joseph Radomsky purchased from defendant a health and accident insurance policy numbered 256741-55M under date of July 14, 1955 by the terms of which defendant promised to pay plaintiff Two Hundred (\$200) Dollars per month for covered sickness resulting in confining total loss of time within the meaning of the terms of said contract, an alleged copy of which is attached to plaintiff's complaint and marked "Exhibit A".
4. It is denied that plaintiff has paid all premiums and performed all conditions required of him under the terms of the subject policy.
5. Defendant demands proof of the averments in paragraph 5 of the complaint. Defendant is without sufficient knowledge or information to form a belief as to the truth of these averments because the means of proof are within the exclusive control of the plaintiff, an adverse party.
6. It is denied that since November 1, 1957 the plaintiff

has been unable to perform any of his former duties as a coal operator, that he has been confined to his home and that he suffers from any physical illness.

7. It is denied that plaintiff has submitted satisfactory medical proof within the terms of the subject policy that he is totally disabled and unable to continue any gainful occupation.

8. It is admitted that defendant paid plaintiff for a non-confining total loss of time on September 30, 1958 the sum of Two Hundred (\$200) Dollars per month or Fourteen Hundred (\$1400) Dollars for the months of December, 1957 and April, May, June, July, August and September 1958 and on January 12, 1959 the sum of Two Hundred (\$200) Dollars per month or Four Hundred (\$400) Dollars for October and November of 1958.

9. It is denied that since September 1, 1960, the defendant has refused to comply with the provisions of the subject policy.

10. It is denied that plaintiff suffers a confining total loss of time under the terms of the subject policy.

11. It is denied that plaintiff was found totally disabled by the Pittsburgh Diagnostic Clinic and it is averred that said plaintiff was found to be suffering from hypochondriasis with marked obsessional component, a mental disorder, by said Clinic.

12. It is denied that the defendant is indebted to plaintiff in the sum of Two Hundred (\$200) Dollars per month from September 1, 1960 to July 1, 1961.

#### NEW MATTER

For further and more specific answer the defendant alleges the following new matter:

13. The subject insurance policy, an alleged copy of which is attached to plaintiff's complaint and marked "Exhibit A", provides monthly sickness benefits for a covered confining total loss of time at the rate of Two Hundred (\$200) Dollars per month for life as long as there is a continuous confinement under Part E thereof, which is incorporated herein by reference and made a part hereof.

14. The insuring clause of subject policy excludes from coverage any loss of time resulting from mental disorders as set forth in subparagraph (d) thereof, which insuring clause is a part of plaintiff's "Exhibit A" and is incorporated herein by reference and made a part hereof.

15. Plaintiff obtained additional coverage by the purchase of Rider 1220M for nonconfining total loss of time, the effect of said rider being to extend payments for such covered losses to the first twelve (12) months at the rate of Two Hundred (\$200) Dollars per month and thereafter at the rate of One Hundred (\$100) Dollars per month for life, as long as there is a total loss of time, and the said rider which is a part of plaintiff's "Exhibit A" is incorporated herein by reference and made a part hereof.

16. Plaintiff obtained further additional coverage by the purchase of Rider 1226M for mental disorder, the effect of which rider is to provide payments of Two Hundred (\$200) Dollars per month for twenty-four (24) months for a confining total loss of time or Two Hundred (\$200) Dollars per month for three (3) months for nonconfining total loss of time when said losses are the result of mental disorder and the said rider, which is a part of



plaintiff's "Exhibit A", is incorporated herein by reference and made a part hereof.

17. The plaintiff suffers from hypochondriasis with marked obsessional component, which is a mental disorder within the provisions of the subject policy and riders, all of which are attached to plaintiff's complaint as "Exhibit A" and which are incorporated herein by reference and made a part hereof.

18. The plaintiff's mental disorder as set forth in paragraph 18 above is nonconfining within the provisions of the subject contract, and from time to time during the period of the claim he has attended to affairs at his office at the office of his attorney and in the court house, and attended to personal affairs and errands.

19. Defendant has paid plaintiff for a nonconfining total loss of time at the rate of Two Hundred (\$200) Dollars per month for December, 1957 and April through November of 1958, defendant having admitted that he was traveling during January, February and March of 1958, feeling well and not having claimed payments for said months.

20. Defendant has paid plaintiff for a nonconfining total loss of time at the rate of One Hundred (\$100) Dollars per month for December of 1958 and January, February and March of 1959, which said payments plaintiff accepted.

21. Defendant tendered plaintiff payment for April, 1959 in the sum of Two Hundred (\$200) Dollars as the first of three payments for a nonconfining total loss of time under rider 1226M, mental disorder, the examination of the Pittsburgh Diagnostic Clinic begun March 31, 1959 having determined plaintiff to be suffering from hypochondriasis with marked obsessional component,

a mental disorder.

22. Payments under Rider 1226M for mental disorder being due plaintiff for the months of April, May and June, 1959 at the rate of Two Hundred (\$200) Dollars per month and tender of payment having been made by defendant May 28, 1959 and refused by plaintiff, defendant has since said date and still does stand ready to make payment therefor in the total amount of Six Hundred (\$600) Dollars.

Wherefore, the defendant requests judgment against the plaintiff.

AMMERMAN & BLAKLEY

By 

STATE OF PENNSYLVANIA )

( SS:

)

HARRY J. O'NEIL, being duly sworn according to law, deposes

and says that he is Claim Manager of the Pittsburgh office of

the Mutual Benefit Health And Accident Association, the defendant

Answer and New Matter are true and correct to the best of his

information and belief.

~~Harry J. O'Neil~~

Sworn and subscribed to before

me this 3<sup>rd</sup> day of August 1961.

John R. Andrews.

JOHN R. HAWKINS, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY

PITTSBURGH, ALLEGHENY COUNTY

NY COMMISSION EXPIRES FEBRUARY 3, 1969

*James L. ...*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
NO. 483 MAY TERM, 1961  
IN ASSUMPSIT

JOSEPH RADOMSKY  
VS.  
MUTUAL BENEFIT HEALTH AND  
ACCIDENT ASSOCIATION

REPLY TO NEW MATTER

**FILED**  
AUG 26 1961  
WM. T. HAGERTY  
PROTHONOTARY

SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

And now Sept 20, 1961 service of  
within reply accepted by copy  
*[Signature]*  
by *[Signature]*  
attys for def

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

VS.

MUTUAL BENEFIT HEALTH AND  
ACCIDENT ASSOCIATION

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NO. 483 MAY TERM, 1961

IN ASSUMPSIT

REPLY TO NEW MATTER

(1). The averments of paragraph 13 are admitted. However, in further answer thereto it is averred that plaintiff has suffered a total confining loss of time within the definition of said policy.

(2). The averments of paragraph 14, insofar as an exclusion from a total loss of time of mental disorders, are admitted. It is averred, however, that the illness suffered by the plaintiff is not a mental disorder but a physical illness, which is included within the terms of the confining total loss of time as defined in defendant's insurance policy and any mental disorder the plaintiff had was superinduced by plaintiff's illness.

(3). The averments of paragraph 15 are admitted. In further answer, it is averred, however, that plaintiff is entitled to monthly sickness benefits for confining total loss of time which plaintiff sues upon.

(4). The averments of paragraph 16 are admitted. In further answer, it is averred the plaintiff is suffering from a physical disability which causes him to suffer a total confining loss of time within the terms of Exhibit "A", and the averments of paragraph 16 are irrelevant to this cause.

(5). The averments of paragraph 17 are denied, and on the contrary it is averred the plaintiff is physically disabled and suffers from cephalagia, and any mental disorder the plaintiff has, which is denied, is due entirely to pain and suffering which the plaintiff has had as a result of said disability.

(6). The averments of paragraph 18 are denied and it is averred on the contrary, that the plaintiff is suffering a physical illness resulting in a total confining loss of time and that the plaintiff has only attended the office of his attorneys or the Courthouse on occasions involving litigation with another insurance company and with the defendant in this action all of which the plaintiff did with great discomfort and inconvenience.

(7). The averments of paragraph 19 are denied, and it is averred on the contrary, that the payments made for the period December 1957 to April 1958 and any additional payments that were accepted by the plaintiff, were a result of the plaintiff compromising the claim with the defendant to avoid the expenses and annoyances of litigation.

(8). The facts stated in paragraph 20 are admitted, but it is averred that said sums were accepted under protest and in order to avoid the expense of litigation, the plaintiff at all times contending he was totally disabled, but to avoid the expense of litigation he accepted said payments, all of which the plaintiff knew at the time they were accepted.

(9). It is admitted defendant attempted to tender plaintiff certain payments as outlined in paragraph 21 of the New Matter. It is denied the same were proper. It is averred plaintiff did not accept the same. It is denied plaintiff suffers from any mental disorder, except such as was induced by the constant pain suffered by the plaintiff from his physical disability and the harassment to which the plaintiff was put by the defendant, and on the contrary it is averred that plaintiff is suffering from an illness diagnosed as cephalagia, which is a physical illness.

(10). The averments of paragraph 22 are admitted insofar as the tender by the defendant of Six Hundred (\$600.00) Dollars to the plaintiff is concerned. It is denied that the same was

proper and it is averred that the plaintiff is not suffering from a mental disorder except such as is a result of the plaintiff's disability and the harrassment to which the plaintiff had been put by the defendant but from a physical illness diagnosed as cephalagia, which results in plaintiff's total confining loss of time and entitles the plaintiff to the payment of Two Hundred (\$200.00) Dollars per month for each and every month during which the same continues.

WHEREFORE, plaintiff requests judgment against the defendant.

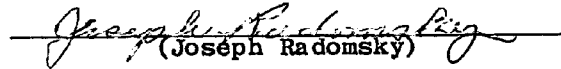
SMITH, SMITH & WORK

BY

  
ATTORNEYS FOR PLAINTIFF

STATE OF PENNSYLVANIA:  
SS:  
COUNTY OF CLEARFIELD :

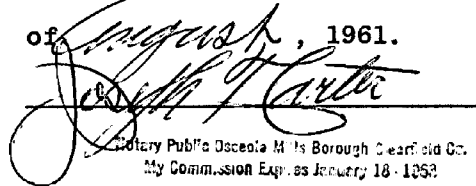
JOSEPH RADOMSKY, being duly sworn according to law, deposes  
and says the facts set forth in the foregoing Reply are true and  
correct to the best of his knowledge, information and belief.

  
(Joseph Radomsky)

Sworn and subscribed to

before me this 11 day

of August, 1961.

  
Notary Public Osceola Mills Borough Clearfield Co.  
My Commission Expires January 18 - 1962



*David L. Lippman*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

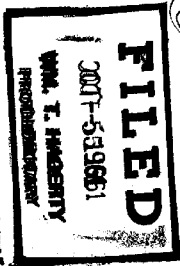
No. 483 May Term, 1961  
In Assumpsit

JOSEPH RADOMSKY

VS

MUTUAL BENEFIT HEALTH  
& ACCIDENT ASSOCIATION

MOTION FOR JUDGMENT ON THE  
PLEADINGS



SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

Now, October 5, 1961 service of  
motion accepted by copy.  
*Amended by [Signature]*  
*by [Signature]*  
*Attys. for Defendants*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

VS

MUTUAL BENEFIT HEALTH AND  
ACCIDENT ASSOCIATION

:  
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No. 483 May Term, 1961

IN ASSUMPSIT

MOTION FOR JUDGMENT ON THE PLEADINGS

Comes now the Plaintiff and by his attorneys, Smith,  
Smith & Work, moves your Honorable Court to enter judgment upon  
the pleadings for the following reason:

(1). All issues raised in the above captioned matter  
were considered and were determined by a jury in favor of  
the Plaintiff in causes tried to No. 54 September Term,  
1959, and No. 282 September Term, 1960, and, therefore,  
the defenses raised by the Defendant have been resolved  
in favor of the Plaintiff in prior actions and said prior  
resolution is res judicata.

SMITH, SMITH & WORK

BY

W. W. / /  
Attys. For Plaintiff