

DOCKET NO. 174

Number	Term	Year
482	May	1961

County National Bank at Clearfield

Versus

David G. Price, alias

David Price

Catherine Price

STATEMENT OF JUDGMENT

K.D.P.
HP
Docket No. V174.....

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

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

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	<u>Amicable Revival</u>
Date of Same	July 12 19 61
Date Due	In Installments 19
Expires	July 13 19 66

July 19 61 7:40 AM EST
July 19 61

Wm. J. Hagerthy
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on **DEC 12 1964**, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction.

THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

John M. Walker
John M. Walker
Plaintiff

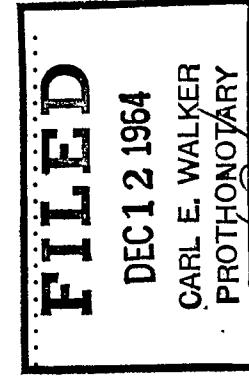
Witness

Carl M. Carcher
Carl M. Carcher
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, **1964**, 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

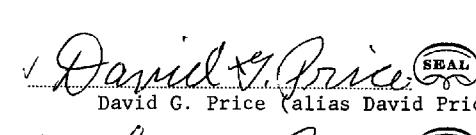
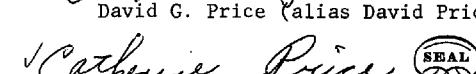
STATE OF PENNSYLVANIA, } ss.
County of Clearfield }

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

 
David G. Price (alias David Price) 

Catherine Price 

5/6

Court of Common Pleas
of County.
May Term, 1961
No. 482

Ms.

Anitable Revival.

For \$

Interest from

Sel. Term, 1961, 221
Filed

7:40 A.M. est.

John J. BACON,
Prothonotary

35 pg

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
JOSEPH RADOMSKY

VS. : No. 483 May Term, 1961
MUTUAL BENEFIT HEALTH :
AND ACCIDENT ASSOCIATION, : IN ASSUMPSIT
a mutual insurance company :
:

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

cephalagia, 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, 1958.

(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

Frank V. Wark

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 10th day
of July, 1961.

(Seal)

s/Joseph T. Carter
NOTARY PUBLIC ONCEOLA 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.

MILITARY BENEFIT HEALTH & ACCIDENT ASSOCIATION

OMAHA, NEBRASKA

(Hereinafter called the Association)

HEREBY 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 existing 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.
- (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 pre-settled unearned premium shall be returned to the Insured), except as provided in Part D.
- (d) loss of mental capacity, or insanity, temporary or complications thereof.

PART A. ACCIDENT BENEFITS

The term, "total loss of time", referred to in Parts B, D and P, means that period of time during which the Insured is unable 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 B, means that period of time during which the Insured is unable to perform all 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 B, 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 several 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 expenses incurred by the Insured for such treatment, but not to exceed \$50.00 for any one accident.

PART D.

ACCIDENT AIR TRAVEL 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 connected therewith, and other airways covered by this policy.

PART E.

MONTHLY SICKNESS BENEFITS

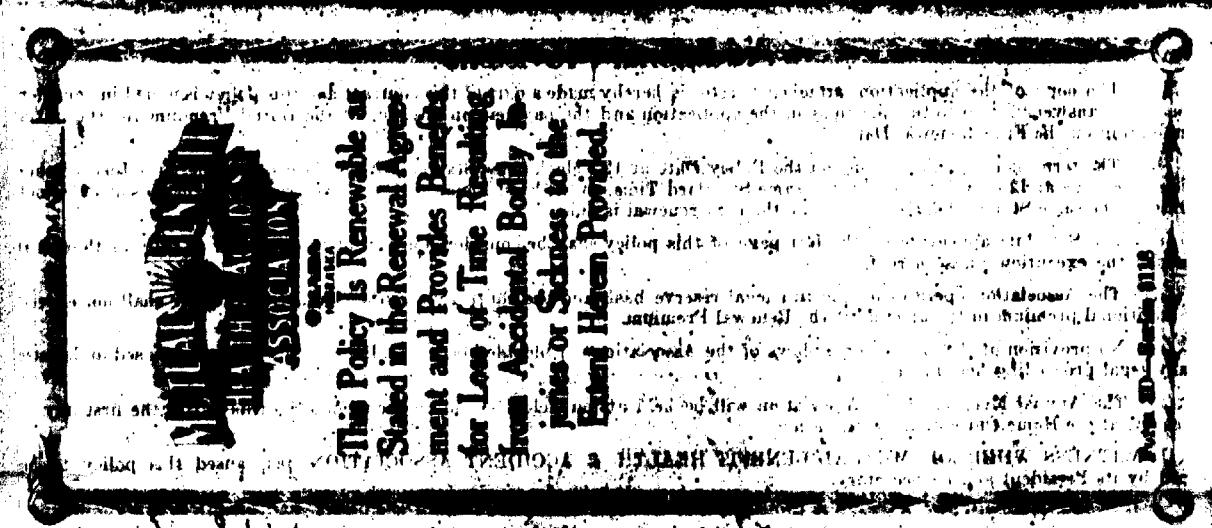
When covered sickness results in several loss of time, benefits will be paid as follows for one day or more beginning on the date of the first medical attendance during such loss of time:

CONFIRMING 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.

NON-CONFIRMING 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

256741-650		Monthly Premium
Policy Date	Initial Premium	Policy Number
7-24-55	100.00	256741-650
Insured		
<p>Joe G. McNamee Arthur R. Belcher</p> <p>Joseph Racine 204 Blanchard Osceola Mills</p>		



**This Policy Is Renewable as
Stated in the Renewal Agenda
and Provides Benefits
for Loss of Time Resulting
from Accidental Bodily In-
juries or Diseases to the
Fetus When Provided.**



Constituted by:
John J. Hayes

When covered injuries or disabilities resulting from an accident are not compensable under this policy and such total loss of time exceeds unilaterally for a period of six months or more, the Association, provided the policy is then in force, will make monthly grants, guaranteed minimum, guaranteed maximum, thereafter having due during continuation 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 schedules of premium rates are changed, the right is reserved to charge the Renewal Premium accordingly) prior to expiration of the term. Premium shall be payable "subject only" to the observation that the Association, at its option, may refuse to renew this policy when:

- (1) the Insured is over 65 years of age (in which case the Insured will be written off, and will be eligible for insurance for which he then qualifies);
- (2) the total monthly amount of life or total disability benefit which will be carried by the Insured with all companies exceeds 200% of 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 this coverage for the insurance 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 to his new coverage, as a percentage of his total monthly earnings for which he then qualifies);
- (4) there is a change in applying the rate of premium for the insurance then in effect.

No premium will have any effect on the premium for this policy.

Policy Provisions

1. **Notice of Change; Changes:** This policy, including the Endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall become effective until approved 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 Limits 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 or loss of time (as defined in the policy), commencing or other loss incurred after the expiration of such two-year period.

(b) No claim for loss of time (as defined in the policy), commencing or other loss incurred after two years from the Policy Date 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:** 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 deposited 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 has not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Association or by agent only authorized by the Association to accept such premium, without requiring an application therewith 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. If the Association or such agent declines to reinstate the Insured is writing of its disapproval of such application. The Association may require the payment of a reinstatement premium in addition to the premium paid after the date of reinstatement and loss due to such reinstatement shall be recoverable within ten days after such date. In all other respects the Insured and Association shall have the same rights thereto as if such had paid the policy immediately before the due date of the defaulted premium, subject to any premium increase or premium attachment made 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 Omaha, 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 certifying 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 compensation within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal incapacity, later than one year from the time period is last applicable.

8. **Time of Payment of Claims:** Indemnity for loss of time (as defined in the policy) will be payable in accordance with any loss other than loss for which this policy provides any periodic payment will be paid in accordance with the written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss which this policy provides periodic payment will be paid at the expiration of each month 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 time (as defined in the policy) will be payable in accordance with the beneficiary designation and the provisions respecting such payment which are prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity will 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 release, 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 by the Association under this provision shall fully discharge the Association to the extent of such payment.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized agent.

10. **Medical Examination and Autopsy:** The Association or its Claim Agents shall have the right and opportunity during the period of the Insured's life and as often as it may reasonably require during the period of this policy to make an autopsy in case of death where it is not forbidden by law.

11. **Legal Action:** We retain the right to bring or cause action which may be brought in respect of this policy prior to the expiration of any policy if the period of time has been exceeded 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 his consent of the beneficiary or beneficiaries shall not be required to surrender or assign of this policy or to any change of beneficiary or beneficiaries, or to any other change in the policy.

13. **Illustration 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:** All other be other valid coverage, not with this Association, providing benefits for the same loss on other than an excess charged basis and of which this Association has not been given written notice prior to the occurrence or commencement of loss, the liability for such benefits under this policy shall be for such proportion of the indemnities, otherwise provided hereunder, as will, as the sole indemnities of which the Association had notice (including the indemnities under this policy) bear to the total amount of all the indemnities 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. **Consistency 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, or which is otherwise intended to conflict with the minimum requirements of such state, shall be construed in accordance with the laws of such state.

Additional Provisions

(a) The copy of the application, printed hereto, is hereby made a part of this contract and this policy is issued in consideration of the waiver shown to the questions in the application and the premium in accordance with 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 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 period ends at 12 o'clock midnight, the same Standard Time on the date the next renewal begins.

(c) The Schedule appearing on the last page of this policy shall be considered a part of this policy as though it were itself the duration clause hereof.

(d) The Association operates on the full trust reserve basis and the liability of the Association shall not exceed the obligations provided in the amount of the Renewal Premium.

(e) No provision of the charter or by-laws of the Association shall be held to be in conflict with this policy used in defense of any legal proceeding hereunder.

(f) The Annual Meeting of the Association will be held on the 1st Monday in June, the second Saturday in June, the first day of July, or at the Home Office of the Association.

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


President.

ADJUSTMENT

In accordance with your request, the following adjustment has been made on the Records of Policy
Number 117-02-25621-5.

Question #8-e: Flu and colds

MUTUAL BENEFIT HEALTH & ACCIDENT INSURANCE

Adjusted Date 7-14-55

V. J. Schmitt
President.

M9031 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.

Form 1200M

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



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



President.

Form 1220M

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.

Form 1226M

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

:

VS

:

No. 483 May Term, 1961

MUTUAL BENEFIT HEALTH AND
ACCIDENT ASSOCIATION

:

IN ASSUMPSIT

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

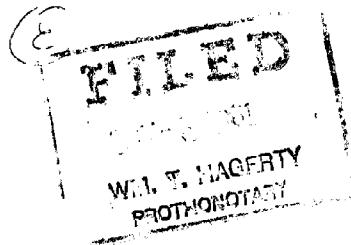
SIR:

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

SMITH, SMITH & WORK

BY W.H. Smith
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. P. W. *7.50*
Pr. *7.50*
 15.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
MUTUAL BENEFIT HEALTH AND ACCIDENT ASSOCIATION, A MUTUAL INSURANCE CORPORATION

And now this 7th day of August 1961 Service
accepted by Amy 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

ANSWER and NEW MATTER

TO THE WITHIN PLAINTIFF:

You are hereby notified to
plead to the enclosed New
Matter within twenty (20)
days of service thereof.

AMMERMAN & BLAKLEY

FILED

AUG 7 1961

W.M. J. HARRIS
CLERK OF COURT

AMMERMAN & BLAKLEY
ATTORNEYS FOR PLAINTIFF
Clearfield, Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY ()
vs. () No. 483 May Term 1961
MUTUAL BENEFIT HEALTH () In Assumpsit
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.

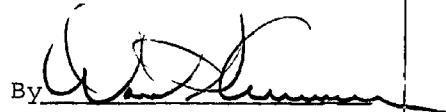
21. Defendant tendered plaintiff payment for April, 1959 in the sum of Two Hundred (\$200) Dollars as the first of three payments for a nonconfining total loss of time under rider 1226M, mental disorder, the examination of the Pittsburgh Diagnostic Clinic begun March 31, 1959 having determined plaintiff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

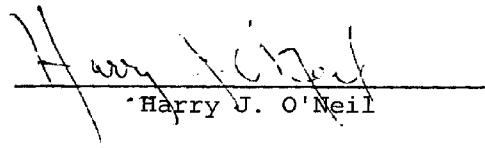
Wherefore, the defendant requests judgment against the plaintiff.

AMMERMAN & BLAKLEY

By 

STATE OF PENNSYLVANIA)
(SS:
COUNTY OF)

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 above named, and that the facts set forth in the foregoing 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 3rd day of August 1961.


John R. Hawkins
JOHN R. HAWKINS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEBRUARY 3, 1963

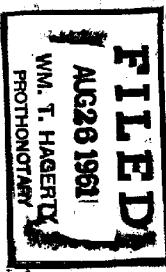
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 483 MAY TERM, 1961
IN ASSUMPSIT

JOSEPH RADOMSKY

VS.

MUTUAL BENEFIT HEALTH AND
ACCIDENT ASSOCIATION

REPLY TO NEW MATTER



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

And now Sept 20, 1961 service of
written reply accepted by copy

by John Summer
Attn: for Df's

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH RADOMSKY

:

VS.

: NO. 483 MAY TERM, 1961

MUTUAL BENEFIT HEALTH AND
ACCIDENT ASSOCIATION

: 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 thiscause.

(5). The averments of paragraph 17 are denied, and on the contrary it is averred the plaintiff is physically disabled and suffers from cephalgia, 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 cephalgia, 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

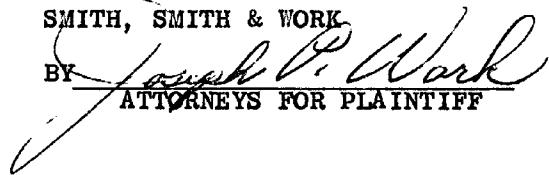
proper and it is averred that the plaintiff is not suffering from a mental disorder except such as is a result of the plaintiff's disability and the harrassment to which the plaintiff had been put by the defendant but from a physical illness diagnosed as cephalagia, which results in plaintiff's total 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 :

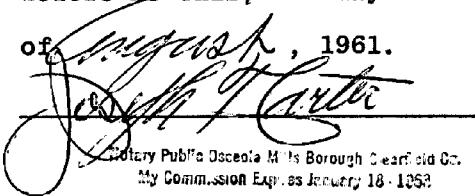
JOSEPH RADOMSKY, being duly sworn according to law, deposes and says the facts set forth in the foregoing Reply are true and correct to the best of his knowledge, information and belief.


(Joseph Radomsky)

Sworn and subscribed to

before me this 11 day

of January, 1961.


DeWitt T. Carter
Notary Public Osceola Mts Borough Clearfield Co.
My Commission Expires January 18, 1962

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

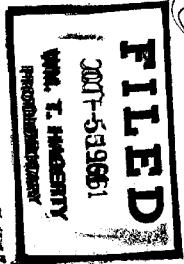
No. 483 May Term, 1961
In Assumpsit

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 serve of
motion accepted by copy
by [Signature]
Attn: for Defendants

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

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 L.W. / /
Attys. for Plaintiff