UNIFORM PROVISIONS

MODEL DISABILITY POLICY

Provides Indemnities for Loss of Life, Limb, Sight or Time by Accidental Means and for Loss of Time by Sickness to the extent herein provided.



UNITED STATES DEPARTMENT TRUSTEES

RICHARD DELAFIELD, Pres't of National Park Bank ERNST THALMANN, of Ladenburg, Thalmann & Co. STUYVESANT FISH, 52 Wall St., New York

C. H. FRANKLIN

U. S. Manager and Attorney

123 WILLIAM STREET NEW YORK, N. Y.

Issued to C.M. Veleker

North Yakima Wash

Premium \$ 1.70

...per month

READ YOUR POLICY

THIS IS IMPORTANT.

Give written notice of claim for accident disability within 20 days from date of the accident; for sickness disability within 10 days from the date of the beginning of the sickness.

Indemnity for loss of life of the Insured, from such injuries, is payable to the Beneficiary named in the copy of the Appli-Payments cation endorsed hereon, if surviving, otherwise to the estate of the Insured. All other indemnities are payable to the Insured, and all indemnity for loss of time shall terminate upon the death of the Insured.

6. Limitations In the event of any injury, fatal or otherwise, due wholly or in part, directly or indirectly, to mental or bodily disease or infirmity; or injury, fatal or otherwise, or disability resulting directly or indirectly from gas, vapor, anaesthetics or poison; or due to injuries inflicted upon the Insured by himself or by any other person, or received by him while insane,

or from scuffling, fighting or wrestling, or where the injury makes no visible contusion, wound or mark on the exterior of the body of the Insured (the body itself in case of death not to be deemed such mark, except in case of accidental drowning); or due to voluntary exposure to obvious danger, or while violating the law, rules of a corporation, or the rules of a public carrier affecting the safety of its passengers; or while on the right of way, bridge, trestle, or other property of a railway corporation, other than stations, platforms and regular crossings prescribed by law, not being at the time passenger or employee of such railway in the discharge of duty; or from any surgical operation for any chronic ailment; then, in all such cases referred to in this paragraph, in case of accidental death or loss of limb or sight, the Company will pay the sum of two months' indemnity at the rate provided in paragraph 2, or in case of total loss of time, indemnity at one-half of the rate provided in paragraph 2 for such period of disability not exceeding one month.

The Company shall not be liable for any loss or disability caused by or from the use of intoxicants or narcotics, nor for any injuries, fatal or otherwise, received by the Insured while operating or riding in or upon any balloon or other aerial conveyance or machine of any kind or nature.

SICKNESS INDEMNITIES.

7. No indemnity for sickness shall be paid for the first seven days of disability, nor for a longer period than six consecutive months, but subject to these limitations, the Company will pay for loss of time actually and necessarily resulting from such sickness (except as hereinafter provided in Paragraphs 8 and 9) as follows:

Confinement to the House At the rate of Fifty - - - - - - - - - - Dollars per month, for the number of consecutive days, between the first and last visits of the attending physician, that the Insured is necessarily and continuously confined within the house, and therein regularly visited by a legally qualified physician at least once in each seven

Convalescing Non-confining Indemnity

Or, if during convalescence immediately following said confinement, or by reason of any non-confining sickness, the Insured shall be wholly and continuously disabled from performing every duty pertaining to any business or occupation, though not confined within the house, and shall require the regular attendance of a legally qualified physician at least once in each seven days, the Company will pay the Insured indemnity at one-half the above rate for a period not exceeding one month. SPECIAL PROVISIONS

Special Diseases

In the event of any claim arising under this Policy (irrespective of its cause) due directly or indirectly, wholly or in part, to any chronic disease or infirmity, tuberculosis, rheumatism, paralysis, apoplexy, orchitis, neuritis, locomotor ataxia, lumbago, strains, lame back, sciatica, vaccination, bright's disease, diabetes, appendicitis, varicose veins, dementia,

insanity, hernia, or in the event of any accident otherwise covered by this Policy resulting in hernia; then and in all such cases benefits shall be paid solely under Sickness Benefits as provided under Paragraph 7 of this Policy, but in no event for an amount in excess of the amount payable for one month's total disability under said paragraph, anything to the contrary herein notwithstanding. But no indemnity shall be payable under this Policy for any loss due directly or indirectly, wholly or in part, to any venereal disease, or disease of the genital organs, or to any disease not common to both sexes.

In the event of any claim arising under this Policy (irrespective of its cause) due directly or indirectly, wholly or in part, to peritonitis, carbuncles, boils, felons, abscesses, ulcers, blood poisoning, infection, or contact with poisonous or infectious substances, then and in all such cases benefits shall be paid solely under Sickness Benefits as provided under Paragraph 7 of this Policy, (provided further that the words in Paragraph 7, "necessarily and continuously confined within the house," do not apply to boils, felons and carbuncles).

10. Hospital

In the event of the Insured becoming entitled to indemnity under the provisions of paragraphs 2 or 7, and if such injury or sickness therein referred to, necessitates the Insured's removal to a regularly incorporated hospital, within ninety days from date of accident or commencement of sickness, and the Insured is confined within said hospital for a period of not less than one month, the Company will pay the Insured, in addition to the amount to which he may be entitled under paragraphs 2 or 7, a sum equal to ten per cent. of the indemnity provided in such paragraphs, for the period of such confinement, not exceeding three consecutive months.

11. Surgical Attendance

If the Insured sustains bodily injuries as described in paragraph 2, and such injuries do not cause either total or partial disability, but require immediate surgical treatment, the Company will reimburse the Insured for the amount actually expended for such treatment, not exceeding the sum of \$2.00, upon presentation of receipted bill of the doctor.

12. Increase of

The indemnities under paragraphs 2 and 7 shall be increased ten per cent. on any claim thereunder, if the premiums hereon are paid annually in advance, but not otherwise.

Fifty per cent.

For each consecutive three months that this Policy shall be maintained in force, five per cent. of the original Principal Sum of this Policy shall be added to the Principal Sum provided in paragraph I for loss of life, but the total of such additions shall never exceed fifty per cent. of the aforesaid Principal Sum.

14. Advance

Should the Insured sustain bodily injuries as described in paragraph 2, and such injuries shall result in any of the disabilities set forth in the following schedule of injuries, he will upon request being made within 10 days from date of such injuries, be paid indemnity at the rate provided in paragraph 2 for the number of weeks set against such disability in the said schedule, or he may wait until recovery from such injuries and receive indemnity for the period of disability provided in paragraphs 2 and 3.

For loss of one or more fingers (at least one entire joint), five weeks; for loss of one or more entire toes, five weeks; for complete fractures as follows: bones of the skull, both tables (requiring trephining), ten weeks; bones of lower jaw, five weeks; collar bone, six weeks; thigh, ten weeks; tibia (large bone of lower leg), seven weeks; fibula (small bone of lower leg), four weeks; both tibia and fibula, ten weeks; knee cap, with separation of fragments, ten weeks; arm, between elbow and shoulder, eight weeks; forearm (one bone), six weeks; both bones, ten weeks; foot, other than toes, five weeks; toes, three weeks; hand (exclusive of fingers), four weeks; fingers, three weeks.

GENERAL AGREEMENTS.

This Policy is issued to and accepted by the Insured subject to the following provisions:

- 15. This policy, with the copy of the application herefor, signed by the Insured, endorsed hereon and made a part hereof, and any riders and endorsements bearing the signature of the United States Manager and Attorney of the Company, and attached to or endorsed hereon, shall constitute the entire contract of insurance, except as the same may be affected by any table of rates or classification of risks used by the Company and filed with the Insurance Department of the State in which this policy is written, if this latter is required by the laws of the State, and effective at the time of issue and delivery of this Policy.
- 16. No statement made by the applicant for insurance, which statement is not incorporated in or endorsed on the policy issued to such applicant, shall void the policy or be used in evidence, and no provision of the charter, constitution or by-laws shall be used in defense of any claims arising under this policy, unless such provisions are incorporated in full in the policy; but this requirement shall not be deemed to apply to the table of rates or manual of classification of risks used by the Company and filed with the Insurance Department, if this is required by the law, prior to the date of the occurrence of the injury or commencement of the sickness for which indemnity is claimed.
- 17. In the event of any accident or disability for which any claim may be made under this policy, notice of such accident or disability shall be given within twenty days from date of the accident or within ten days from the date of the beginning of the disability from sickness upon which claim is based, to the Company at its Home Office, No. 123 William Street, in the City of New York, N. Y., in writing, with full particulars of the accident and injury, or of the nature of the sickness or disability, provided, however, that in case of accidental death, immediate notice thereof is required, unless the notices herein specified shall be shown not to have been reasonably
- 18. Notice of a claim for indemnity shall be deemed sufficient when given in writing to the Home Office in New York, N. Y., or to the duly authorized Agent of the Company in the city, town or county in which the Insured shall reside at the time of giving such

- 19. If a past due premium shall be accepted on this policy by the Company or by a branch office or by a duly authorized agent of the Company in the city, town or county in which the Insured shall reside, or by the duly authorized agent of the Company who accepted the last premium on the policy, if so authorized at the time of the acceptance of the past due premium, such acceptance shall reinstate the policy in full as to disability resulting from accidental bodily injuries thereafter sustained, but shall only reinstate the policy as to disability from sickness beginning more than ten days after the date of such acceptance.
- 20. If the Insured is injured, fatally or otherwise, or contracts sickness after having changed his occupation to one classified by the Company as more hazardous than that stated in the policy, or while he is doing any act or thing pertaining to any occupation so classified (except ordinary duties about his residence or while engaged in recreation) the Company shall pay such proportion of the indemnities provided in the policy as the premium paid would have purchased at the rate but within the limits fixed by the Company for such more hazardous occupation according to the table of rates and classification of risks used by the Company and filed with the Insurance Department, if this is required by the law of the State, prior to the occurrence of the injury, or the commencement of the sickness for which indemnity is claimed.
- 21. The Company will pay the benefits promised immediately upon receipt of due proofs of death or disability at its Home Office, in New York, N. Y.
- 22. The Company may decline to renew this policy, or this policy may be cancelled at any time by the Company by written notice delivered to the Insured or mailed to him at his last address as shown by the records of the Company and the tender of the Company's check for the unearned portion of the premium, but such cancellation shall be without prejudice to any claim arising on account of disability commencing prior to the date on which the cancellation takes effect. When the Insured becomes 65 years of age, this policy shall terminate and any premiums erroneously paid thereafter, shall be refunded upon demand.
- 23. If the Insured shall carry other insurance covering the same hazard, without giving written notice to the Company, then and in that case the Company shall be liable only for such proportionate amount of benefits as the indemnity promised in this policy bears to the total amount of indemnity in all the policies covering such hazard and such part of the premium paid as shall exceed the pro rata of the premium for the benefits paid shall be returned to the Insured.
- 24. Wherever it is specified in this policy that notice shall be given the Company, such notice must be given in writing to the United States Manager and Attorney at the Home Office in New York, N. Y., or to the duly authorized Agent of the Company in the city, town or county in which the Insured shall reside at the time of giving such notice, which shall be deemed sufficient notice under this policy.
- 25. Affirmative proof of death, or loss of limb or sight, or duration of disability, must be furnished in writing to the Company at New York City, or to the Office of the Company for the locality in which this policy is issued, within ninety days from the time of death, or loss of limb or sight, or the termination of disability, unless such affirmative proof shall have been shown not to have been reasonably possible. Failure to give notice or file proofs as above shall invalidate all claims against the Company, and all premiums paid shall be forfeited. The burden of proving affirmatively the truthfulness of the statements made in the warranty clause, and the validity of any claim, shall rest with the insured or beneficiary.

No proceedings at law, or in equity, shall be brought against this company for recovery under this policy until after sixty days from the date of filing proofs, nor shall the same be brought at all unless commenced within two years from the date when the final proof of claim is filed with the Company.

Any limitations in this policy contrary to any special law of the State in which this policy is issued, are hereby extended to the minimum periods provided by such law.

Claims not filed in accordance with the provisions of this section shall be forfeited to the Company.

- 26. If at the time of filing claim for sickness or accident indemnity under this policy the Insured is over 50 years of age and under 60 years of age, and is not paying the increased premium, as set forth in the Company's Industrial Manual filed with the Insurance Department, then in all such cases the Company will pay only two-thirds of the amount for which it would otherwise be liable under this
- If the Insured is over 60 years of age, and under 65 years of age, and is not paying the increased premium as set forth above, then the Company will pay only one-half of the amount for which it would otherwise be liable under this policy.
- 27. Any medical examiner or other representative of the Company shall be allowed to examine the person of the Insured in respect to alleged sickness, injury, or cause of death, so often and in such manner as may be reasonably required, and in case of death the Company shall also have the right and opporunity to make an autopsy, where such autopsy is not forbidden by statute, and also be present in any case where an autopsy is performed on the body of the Insured under the direction of a public officer or by the consent of the Insured's family. Refusal to allow such examination or autopsy shall invalidate any and all claims hereunder.
- 28. No claim shall be valid for more than one of the losses specified in Paragraphs 1 and 2, and any payment hereunder, other than for loss of time from disability, shall terminate this Policy.
- 29. If the Insured is disabled by accident or sickness for more than one month, he or his representative shall, as a condition precedent to recovery hereunder, furnish to the Company, every thirty days, a written report from his attending physician or surgeon fully stating his condition and probable duration of his disability. Failure to adhere to this provision shall invalidate all claims hereunder.
- 30. If at any time any question or difference shall arise between the Company and any claimant, respecting the validity of any claim, or adjustment of any loss, under this Policy, such question or difference shall, at the request of the claimant in writing, be submitted for decision to a commission of arbitration, consisting of three legally qualified physicians in good standing, to consist of the Company's physician to be paid for by the Company, the claimant's physician to be paid for by the claimant, and a third physician to be selected by these two, and to be paid for by the Company and claimant jointly. The award of said commission of arbitration shall be final in all cases. After an agreement to arbitrate has been entered into, no suit or proceeding at law shall be maintained except to enforce the award of such commission of arbitration.
- 31. The terms and conditions of this Policy cannot be waived or altered by any agent, nor shall notice to any agent or knowledge of his or of any other person be held to effect a waiver or change in this contract or any part of it. Any change whatever in this Policy and any waiver of its Provisions shall not be valid unless an endorsement is added thereto, signed by the United States Manager and Attorney of the Company expressing such change or waiver.
- 32. This policy shall be void if any like policy has been issued to the Insured by this Company and is in force at the date hereof, unless this policy contains an endorsement signed by the United States Manager and Attorney of the Company that such prior policy may be continued in force. The Company shall not be presumed or held to know of the existence of any previous policy, and in such case the issue of this policy shall not be deemed a waiver of this condition.
- In Witness Whereof, THE FRANKFORT GENERAL INSURANCE COMPANY, of Frankfort-on-the-Main, Germany, has caused these presents to be signed by its United States Manager and Attorney, but the same shall not be binding upon the Company until countersigned by a duly authorized and commissioned Agent.

Countersigned at North Yakima Wash this. Firstday of ... Sept ... 19.14 By Char & Cundin Authorized and Commissioned Agent.



nited States Manager and Attorney

COPY OF APPLICATION.

Application is hereby made for MODEL DISABILITY POLICY. Accident Benefit Death Benefit Sickness Benefit Monthly Premium Ordinary \$ 500.00 TOTT Double \$1000.00 Monthly \$50.00 Monthly \$.5.0.00... My name in full is: Monthly income: Age: Veleker 158 Height: Color Sex Feet llin. Weight: lbs. White Male 2.-My residence and City or Town P. O. Box or Street and No. State P. O. Address N. Natches Ave North Yakima (All notices to be sent to above address) 3.—I am employed by Cascade Lumber Co. (State line of business and address) 4. - My occupations are Driving I Team (Name them all.) 5.-My duties in such Driving Dump Carts occupations are only (Explain fully) 6.—My income per month exceeds the gross amount of monthly indemnities under all policies carried by me. 7.-In case of death In case of death
My beneficiary shall be Mrs C.M. Veleker Relationship Wife Age...... Residence North Yakimi wash 8.—I have no Accident or Sickness Insurance issued by Stock Companies, Assessment or Fraternal Associations, except as (The name of the Company or Association and amount in each to be stated above.) 9.—No application ever made by me for accident, life or health insurance has been declined, and no accident or sickness policy issued to me has been cancelled, or renewal refused, and I have made no application for accident, life or health insurance upon which I have not been notified of the action thereon, except as herein stated:..... TO DACE DISTORTS 10.—I have received indemnity for accident or sickness as follows: (State amount, date and Company) No Exceptions 11. —I am now in good health and free from the effects of any injury or sickness, my habits of life are correct and temperate, and I have not in contemplation any special journey or any hazardous undertaking, except as herein stated: 100 12.—I have been disabled, and have received medical or surgical attention during the past seven years, as follows: In for lasting (State year and month) (State disability) (State duration) In lasting In for No Exceptions lasting 13.—I have never been ruptured or otherwise injured, or suffered the loss of a limb or an eye; I have never had, nor am I now subject to, or affected by, paralysis, fits of any kind, or any disorder of the brain, or any infirmity, defect or disease, whether mental or physical, except as herein stated: 10 Ex Ceptio s 14.—No insurance company or association has ever refused me compensation for accidental injury or sickness, except as 15.—(If applicant be a woman) I agree not to claim benefits for any disability caused, directly or indirectly, by childbirth, or by disease of the generative organs or their appendary, or any disease or injury, fatal or non-fatal, not com-16.—I hereby agree that the foregoing statements of facts, which statements are hereby declared to be warranties, shall be the basis, and form a material part of the contract between myself and the Company. I agree that this application shall not be binding upon this Company until accepted by the Company, and that the policy shall not be in force until actually issued by the duly authorized agent of the locality in which the policy shall be issued, and the required first month's premium and policy fee paid by me. Dated at North Yakima this First day of Sept 19.14 Signature of Applicant..... Chas J Purdin

Witnessed and recommended by......