

# SOUTHERN LIFE AND HEALTH INSURANCE CO.

BIRMINGHAM, ALABAMA

In Consideration of the representations made in the application for this Policy, and in further consideration of the payment of a premium in the amount stated in the schedule below, on or before each Monday, Doth Hereby Insure the person named in said schedule against the result of bodily injuries received during the time this Policy is in force, and effected solely by external, violent and accidental means strictly in the manner hereafter stated, subject to all the provisions and limitations hereinafter contained below and on reverse side hereof.

SPACE FOR ENDORSEMENTS

SCHEDULE

POLICY NO.	NAME	AGE	PREMIUM	ACCIDENTAL DEATH BENEFIT	BENEFICIARY
6343671	MURIEL DAVIS	33	05 CTS.	\$1000.00	DANA DORSEY

1. If the Insured shall be struck by actually coming in physical contact with the vehicle itself and not by coming in contact with some object loaded on or attached thereto, or some object struck and propelled against the person by said vehicle, which is being propelled by steam, cable, electricity, naphtha, gasoline, horse, compressed air or liquid power, while the Insured is walking or standing on a public highway, or be struck by any vehicle named above while riding a bicycle on a public highway, which term, Public Highway, as used in this Policy, shall not be construed to include any portion of railroad or interurban railway yards, station ground or right of way, except where crossed by a public thoroughfare dedicated to and used by the public for automobile or horse vehicle traffic, and shall not include any Public Highway which although dedicated to the public has not in fact been officially opened to the public generally for vehicular traffic.

2. Or if the Insured shall by collision of or any accident to any railroad passenger car, passenger steamship, public omnibus, street railway car, public taxicab, public automobile, public stage or public bus which is being driven or operated at the time by one regularly employed for that purpose, and inside of which the insured is legally traveling; or by collision of or by any accident to any private horse drawn vehicle or private motor driven automobile, inside of which the Insured is riding or driving, or any motor driven truck, inside of which the Insured is riding or driving, or if a street car motorman or street car conductor in addition to being covered as an individual by all the above provisions of the Policy he shall also be covered, while actually operating a street car in the line of his employment when injured by collision of or accident to the street car which he is operating; or by any accident to any passenger elevator, inside of which the Insured is riding as a passenger; provided, that in all cases referred to in this paragraph there shall be some external or visible injury on the said vehicle or elevator of the collision, or accident, provided that an injury to the tire on such vehicle shall not be considered an injury to the vehicle, and provided that this Policy does not cover Insured while riding in or on a motorcycle or in or on any side car or other attachment to a motorcycle—and provided that except as to railroad passenger cars, passenger steamships, street cars and elevators the collision or accident must occur on a public highway as heretofore defined.

3. Should the Insured suffer any of the specific losses set forth below, the Company will pay to the insured or to the executors or administrators of the Insured the sum set opposite such loss, or shall pay such sums to the beneficiary named herein, and such payment shall be a full settlement under this Policy, which shall be delivered up for cancellation.

FOR LOSS OF

Life	One Thousand Dollars (\$1,000.00)	One hand and sight of one eye	One Thousand Dollars (\$1,000.00)
Both hands	One Thousand Dollars (\$1,000.00)	One foot and sight of one eye	One Thousand Dollars (\$1,000.00)
Both feet	One Thousand Dollars (\$1,000.00)	Either hand	Five Hundred Dollars (\$ 500.00)
Sight of both eyes	One Thousand Dollars (\$1,000.00)	Either foot	Five Hundred Dollars (\$ 500.00)
One hand and one foot	One Thousand Dollars (\$1,000.00)	Sight of either eye	Five Hundred Dollars (\$ 500.00)

4. In every case referred to in this Policy the loss of any member shall include only the loss by severance at or above the ankle or wrist joints, and the loss of sight of eye or eyes shall include only the total and irrecoverable loss of the entire sight thereof. Not more than \$1,000.00 shall be payable as the result of any accident, no matter what its character or result; and upon payment of any loss, the Policy shall at once be cancelled and all liability under same shall cease. No indemnity will be paid as the result of, or for injuries caused by other means or under other conditions than those set forth above, nor where death or the loss of the member or members or eyesight does not occur within thirty days from the date of accident.

5. The acceptance of this Policy shall be everywhere construed as incontrovertible evidence that it has been read, understood and accepted by the insured and beneficiary. It is subject to the terms and provisions on this and the reverse side hereof; if these terms and provisions are not in all respects observed, this Policy shall thereupon become void and all rights thereunder forfeited.

6. It is especially agreed that only the President, Secretary or Assistant Secretary shall have power to alter or change the terms of this contract or waive forfeitures and that it shall not be within the scope of the authority of any agent, manager, or superintendent other than the said President, Secretary or Assistant Secretary to alter or change the terms of this contract or to waive any of the terms thereof. When premiums are paid on policies more than four calendar weeks in arrears, they shall not be credited to the Policy, until this Policy is officially revived. Premiums delinquent for more than four calendar weeks may be received simply for the purpose of making application for revival of the Policy. A separate receipt shall be given for same and the Policy which is lapsed, shall be sent to the Home Office of the Company, which shall have the right at its option to revive same. If the Policy is not revived, the premiums paid for purpose of revival shall be returned to the policyholder. There shall be no liability whatever under this contract for any disability or death resulting from an accident occurring prior to the date of the revival endorsement on said Policy.

IN WITNESS WHEREOF, The President and Secretary of said company have signed this Policy at its Home Office in the City of Birmingham, Alabama, this



*[Signature]*  
Secretary & Treasurer.

JUL 13 1936

*[Signature]*  
President.

TRAIN AND AUTOMOBILE ACCIDENT POLICY.

BIRMINGHAM, ALABAMA

SOUTHERN LIFE AND HEALTH INSURANCE COMPANY

SOUTHERN LIFE AND HEALTH INSURANCE COMPANY

INC.

INC.

7. The premium charged in this Policy has been adjusted to the liability assumed by placing therein various conditions, exceptions and limitations, and it is the intention of the parties that each of these limitations, exceptions, and conditions are to be literally construed, that none of them are to be stricken out or ignored or disregarded in its interpretation, either on the ground that they are ambiguous or wholly or partially or substantially repugnant or for any other reason, but each is to be given its full and literal meaning, it being further understood by the parties that the said premium will buy only such protection as the terms of the Policy literally show.

8. The burden of proof shall be upon the person suing to prove that the loss or injury is covered by this Policy, and the burden of proof shall not be upon the Company to show that the loss or injury was occasioned by an excepted cause.

9. The Company may make any payment provided herein to the Insured, Beneficiary, husband or wife, or any relative by blood or connection by marriage of the Insured, or to any person appearing to said Company to be equitably entitled to the same by reason of having incurred expense on behalf of the Insured, or for his or her burial; and the production of a receipt signed by any of said persons, or in any other proof of such payment or grant of such privilege to any of them, shall be conclusive evidence that all claims under this Policy have been satisfied.

10. Premiums on this Policy are due and payable weekly, in advance, on each and every Monday, at any district office of the Company, but may be paid to authorized agents of the Company, in exchange for the Company's official receipt, which receipt and this Policy shall be exhibited to any agent or officer of the Company at any time upon demand. Failure of any agent to call for the purpose of collecting premium will not excuse payment thereof within the time provided herein and will not prevent the lapse of this Policy for non-payment of premiums, any custom to the contrary notwithstanding.

11. A grace period of four weeks shall be granted for the payment of every premium after the first, during which time this Policy shall continue in force subject to the terms thereof. If death should occur within the days of grace, the overdue premiums shall be deducted from the amount payable hereunder. If any premium on this Policy remains unpaid for four weeks after it is due, as herein provided, this Policy shall lapse and all liability hereunder shall cease and determine without notice of any kind.

12. This Policy does not cover disappearance or injuries either fatal or non-fatal of which there is no visible contusion or wound on the exterior of the body of the Insured of the injury causing death or disability, or injuries received by the Insured while engaged as a brakeman, switchman, conductor, fireman, or engineer of a railroad, or employed in the yards or the roundhouse of a railroad, or enrolled in the military or naval service in time of war, or while participating at any time, in aeronautic or submarine operation as Operator, Passenger, Guest, or otherwise, or loss or injury caused by the intentional self-inflicted act of an Insured, whether sane or insane; nor shall it cover any one who at the date of its issue shall be blind in either eye, deaf, dumb, or deprived of the use of either hand or foot, or loss or injury sustained by the Insured while he has physically present in his body alcoholic or intoxicating liquors or narcotics in any degree or during the period of time the Insured is committing some act in violation of either State, County or municipal law, whether having in his body physically present such liquors or narcotics or such violation of law has any casual connection with the accident, injury or loss or not.

2. No statement made by the applicant for insurance not included herein shall avoid the Policy or be used in any legal proceeding hereunder. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon.

3. If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of the premium by the Company or by any of its duly authorized agents shall reinstate the Policy, but only to cover accidental injury thereafter sustained.

4. Written notice of injury on which claim may be based must be given to the Company within twenty days after the date of the accident causing such injury. In event of accidental death immediate notice thereof must be given to the Company.

5. Such notice given by or in behalf of the Insured or executors or administrators of the Insured as the case may be, to the Company at its Home Office, Birmingham, Alabama, or to one of the District Offices of the Company, with particulars sufficient to identify the Insured, shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

6. The Company upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen days after the receipt 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, character and extent of the loss for which claim is made.

7. Affirmative proof of loss must be furnished to the Company within ninety days after the date of such loss.

8. The Company shall have the right and opportunity to examine the person of the Insured when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

9. All indemnities provided in this Policy will be paid immediately after receipt of due proof.

10. Indemnity for loss of life of the Insured is payable to the executors or administrators of the Insured. All other indemnities of this Policy are payable to the Insured.

11. No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the Policy.

12. If any time limitation of this Policy with respect to giving notice of claim or furnishing proof of loss is less than that permitted by the law of the state in which the Insured resides at the time this Policy is issued such limitation is hereby extended to agree with the minimum period permitted by such law.

13. If a like Train and Automobile Accident Policy or Policies previously issued by the Company to the Insured be in force concurrently herewith, making the aggregate indemnity in excess of \$1,000.00, the excess insurance shall be void and all premiums paid for such excess shall be returned to the Insured.

14. Risks will not be accepted by the Company upon any one over the age of seventy next birthday. When the Insured becomes seventy-five years of age, the Policy shall expire, and there shall be no further liability under same. Any premium paid to the Company for any period not covered by this Policy will be returned upon request.

STANDARD PROVISIONS

1. This Policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance.

Received this.....day of.....193.....of the Southern Life & Health Insurance Company  
.....Dollars

which is payment in full for all claims against said Company under Policy No.....

issued on the life of.....

Witness.....(Seal)

JUL 1 3 1938