

1973

Inga-Lill Elton v. Bankers Life & Casualty Company : Exhibit 7-D

Utah Supreme Court

Follow this and additional works at: https://digitalcommons.law.byu.edu/uofu_sc2



Part of the [Law Commons](#)

Original Brief submitted to the Utah Supreme Court; funding for digitization provided by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Utah State Library, and sponsored by the S.J. Quinney Law Library; machine-generated OCR, may contain errors. Rawlings, Roberts & Black; Attorneys for Respondent Don J. Hanson; Attorneys for Appellant

Recommended Citation

Supplemental Submission, *Elton v. Bankers Life*, No. 12993 (Utah Supreme Court, 1973).
https://digitalcommons.law.byu.edu/uofu_sc2/3276

This Supplemental Submission is brought to you for free and open access by BYU Law Digital Commons. It has been accepted for inclusion in Utah Supreme Court Briefs (1965 –) by an authorized administrator of BYU Law Digital Commons. For more information, please contact hunterlawlibrary@byu.edu.

GROUP INSURANCE CERTIFICATE
BANKERS LIFE AND CASUALTY COMPANY
GROUP AND SPECIAL RISK DIVISION
CHICAGO, ILLINOIS

(Herein called The Company)
under

SPECIAL RISK GROUP POLICY NO. SR. 82508

Issued To
STATE OF UTAH
(Herein called The Employer)

Exhibit 7-D
Case No. 199218

Name:

Individual Plan:

Family Plan:

Effective Date:

Certificate Number:

Principal Sum: \$100,000.00

Weekly Income: \$150.00

Medical Expenses: \$5,000.00

Semi Monthly Plan: \$6.96

Dept. & Division:

The Company certifies that the Employee to whom this certificate is issued (hereinafter called the Insured Person) is insured under the above group policy against injury sustained

by the Insured Person, or the Insured Person's dependents, if insured hereunder (hereinafter called Insured Dependents). Coverage is effective on the first day of the first month for which premiums are paid through payroll deductions as evidenced by the records of the Employer.

"Injury" whenever used in this certificate means bodily injury occurring while the Group Policy is in force as to the Insured Person or Insured Dependent whose injury is the basis of claim and causing the loss directly and independently of all other causes and effected solely through an accidental bodily injury to the Insured Person or Insured Dependent.

BENEFICIARY

Loss, if any, as respects accidental death only shall be payable to the person designated in writing and on file with the Employer. If a beneficiary designation has not been made then loss will be payable to the Estate of the Insured Person. All other indemnities are payable to the Insured Person. The Employee will be the Beneficiary of the dependents coverage.

SCHEDULE OF INDEMNITIES

Each eligible Employee whose enrollment form is on file with the Employer shall be an Insured Person under this policy. If premium is indicated for "Family" on the enrollment form then the spouse and eligible children of the Insured Person shall be Insured Dependents under this policy.

The applicable indemnity for the Insured Person shall be in the amount of Principal Sum indicated on the enrollment form. The applicable indemnity for the Insured Dependents shall be as follows:

1. For the Spouse:

- (a) If the Insured Person or Spouse has no children eligible for coverage hereunder.

An Amount equal to:

50% of the Insured Person's
Principal Sum.

2. For each Dependent Child:

An Amount equal to:

5% of the Insured Person's
Principal Sum.

PART I

ACCIDENTAL DEATH, DISMEMBERMENT
AND PERMANENT TOTAL DISABLEMENT
INDEMNITY

When injury to the Insured Person or Insured Dependent results in loss within One Hundred and Eighty days after the date of the accident the Company will pay, based on the Principal Sum as stated in the Schedule and applicable to the person whose injury is the basis of claim, for

Loss of lifeThe Principal Sum

Loss of two or more members
(hand, foot or sight of eye)The Principal Sum

Loss of one member (hand, foot
or sight of eye)One-Half The Principal Sum

Permanent Total Disablement
(as defined)The Principal Sum

"Permanent Total Disablement" shall mean Permanent Total Disablement which prevents the Insured Person from engaging in any occupation for which the Insured Person is Qualified by reason of training, education, or experience, and payment cannot be made until the expiration of a period of twelve months from the date of the accident.

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint and as used with reference to eye means the irrecoverable loss of the entire sight thereof. Indemnity provided in this part will not be paid under any circumstances for more than one of the losses, the greatest, sustained by the Insured Person or Insured Dependent as the result of any one accident.

Occurrence of any one of the losses for which indemnity is payable under this part shall at once terminate all insurance under this certificate with respect to the Insured Person or Insured Dependent sustaining such loss, but such termination shall be without prejudice to any claim arising out of the accident causing such loss and to the insurance provided hereunder as to any other Insured Person or Insured Dependent.

PART II

WEEKLY INDEMNITY

When injury not arising out of or in the course of employment shall, commencing within Forty-Five days from the date of the accident, wholly and continuously disable and prevent the Insured Person from performing each and every duty pertaining to his business or occupation, the Company will

pay commencing with the first day the Weekly Indemnity stated in the Schedule for the period the Insured Person shall be so disabled and under the regular care and attendance of a legally qualified physician or surgeon, not to exceed Fifty-Two weeks as the result of any one accident.

In event of loss under Part I of this policy, Indemnity hereunder, if applicable, will only be paid in addition to indemnity paid under Part I to the date of such loss.

PART III

MEDICAL EXPENSE

When injury not arising out of or in the course of employment shall, within One Hundred and Eighty days from the date of the accident causing such injury to the

PART IV

TERRITORIAL LIMITATION

Coverage is provided for the Insured Person or Insured Dependent anywhere in the world.

PART V

EXPOSURE AND DISAPPEARANCE

If by reason of an accident covered by this certificate the Insured Person or Insured Dependent shall be unavoidably exposed to the elements and as a result of such exposure shall suffer a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of this certificate.

If the body of an Insured Person or Insured Dependent has not been found within one year after the date of disappearance, sinking or wrecking of the aircraft in which the Insured Person or Insured Dependent was riding at the time of the accident, and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person or Insured Dependent suffered loss of life resulting from bodily injury caused solely by an accident.

PART VI

EXCLUSIONS

The policy does not cover any loss caused or contributed to by (1) suicide or self-destruction or any attempt thereat, while sane or insane; (2) bacterial infection (except pyogenic infections resulting solely from injury); (3) medical or surgical treatment (except medical or surgical treatment made necessary solely by injury); (4) hernia; (5) war, any act of war; (6) accidents occurring while in military, naval or air force service or operations of any country at war; (7) injury sustained while engaged in or taking part in aeronautics and/or avia-

tion of any description or resulting from being in an aircraft except while a passenger in any previously tried, tested and approved aircraft.

PART VII

TERMINATION

All coverage under the Master Group Policy shall automatically cease upon the termination of same and coverage for each Insured Person shall automatically terminate on the earliest of the following dates:

- (a) Termination of the Master Group Policy.
- (b) At the end of the period for which premiums have been paid by the Insured Person.

UNIFORM PROVISIONS

NOTICE OF CLAIM: Written notice of claim must be given to the Company within twenty days after the occurrence of commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the Company at 4444 W. Lawrence Avenue, Chicago 30,

PROOFS OF LOSS: Written proof of loss must be furnished to the Company 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 Company is liable and in case of claim for any other loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under this policy for any loss other than Permanent Total Disablement or loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid each four weeks and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

PAYMENT OF CLAIMS: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.

PHYSICAL EXAMINATIONS AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the Insured when and as often as it

may reasonably require during the pendency of the claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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 on such date is hereby amended to conform to the minimum requirements of such statutes.

ADDITIONAL PROVISIONS

This Certificate contains the provisions affecting the Certificate Holder of the Master Group Policy under which he or she is insured, a copy of which is available for the inspection of any Certificate Holder insured hereunder at the principal office and during the usual business hours of the Policyholder. It is subject to all provisions.