

This Policy is Renewable at the Option of the Company Only and Provides Payment for Loss Due to Expense resulting from Poliomyelitis—To the Extent Herein Limited and Provided

# CONTINENTAL CASUALTY COMPANY

A STOCK COMPANY

General Office: Chicago, Illinois

HEREIN CALLED THE COMPANY

## HEREBY INSURES

**Shoji Takeda** of **Milpitas, California**

(herein called the insured head of the family) against loss by reason of expense incurred by the insured head of the family and the eligible members of the family (all of whom including the insured head of the family are herein called the Family) and resulting from poliomyelitis; to the extent herein limited and provided.

### ELIGIBILITY FOR AND TERMINATION OF COVERAGE OF MEMBERS OF THE FAMILY

"Eligible members of the family" wherever used in this policy means the spouse and the dependent unmarried child or children of the insured head of the family who are over three months and under eighteen years of age. The coverage of any child terminates upon marriage or attaining the age of eighteen years. Any premium paid to the Company for any period not covered by this policy will be returned to the insured head of the family upon request.

Any persons becoming eligible members of the family will be automatically added to the Family for coverage under this policy.

### SCHEDULE

Effective Date of Policy	Limit of Expense Payable	Term Premium	First Renewal Premium Due Date
September 10, 1951	\$5,000.00	\$10.00	September 10, 1953

This policy is issued in consideration of the payment in advance of the term premium stated in the Schedule which includes premium for attached riders, if any. After taking effect this policy continues in force until the first renewal premium due date. It may be renewed, subject to the consent of the Company, for further periods by the payment in advance of premium at the Company's premium rate in force at time of renewal. The Company's acceptance of premium shall constitute its consent to renewal. Unless renewed as herein provided, this policy shall, except as provided in Part II, terminate at the expiration of the period for which premium has been paid. All periods of insurance shall begin and end at twelve o'clock noon, Standard Time, at the residence of the insured head of the family.

AP-1468Y

**Part I.****EXPENSE PAYABLE**

When any member of the Family shall, by reason of Poliomyelitis which first manifests itself after the effective date of this policy, require treatment commencing while this policy is in force as to such member the Company will pay for the following items of expense actually incurred therefor within three years after the date of the first treatment, not to exceed in the aggregate the Limit of Expense Payable stated in the Schedule as to any one member of the Family:

1. HOSPITAL CARE—Hospital board and room, miscellaneous hospital supplies including drugs, medicines, physiotherapy and rental of necessary braces, crutches, or wheel chairs;
2. IRON LUNG—Rental of iron lung or other similar mechanical equipment;
3. MEDICAL CARE—The services of legally qualified physicians, osteopaths or physiotherapists;
4. NURSING CARE—The services of licensed or graduate nurses not members of the Insured's family;
5. TRANSPORTATION—Transportation by aircraft or railroad from the place where the member of the Family is at the time Poliomyelitis first manifests itself to a hospital or sanitarium qualified to provide special Poliomyelitis treatment;
6. AMBULANCE SERVICE—The expense incurred for ambulance service to or from the hospital.

**Part II.****PERIOD OF GRACE**

After the payment of the first premium, the Company will give a grace of ten days for the payment of any subsequent premium and during this period of grace the insurance hereunder shall continue in force without the payment of premium but subject otherwise to all the provisions of this policy.

**Part III.****STANDARD PROVISIONS**

1. The policy and the application of the head of the family shall constitute the entire contract between the parties, and all statements made by the head of the family shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall be used in defense to a claim under the policy, unless it is contained in a written application.

No reduction shall be made in any indemnity herein provided by reason of change in occupation of any insured under this policy or by reason of his doing any act or thing pertaining to any other occupation.

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 any 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 a premium by the Company or by any of its duly authorized agents shall reinstate the policy, but only to cover accidental injury thereafter sustained and such sickness as may begin more than ten days after the date of such acceptance.

4. Written notice of injury or of sickness on which claim may be based must be given to the Company within twenty days after the date of the accident causing such injury or within ten days after the commencement of disability from such sickness.

5. Such notice given by or in behalf of the Insured or beneficiary, as the case may be, to the Company at its General Office in Chicago, Illinois, or to any authorized agent 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 at its said office within ninety days after the termination of the period of disability for which the Company is liable.

8. The Company shall have the right and opportunity to examine the person of any insured as to whom a claim for loss hereunder is pending when and so often as it may reasonably require during the pendency of such claim, 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.

11. All indemnities of this policy are payable to the insured head of the family.

14. 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.

15. 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 head of the family resides at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

**Part IV.**

**MISCELLANEOUS PROVISIONS**

The members of the Family shall have sole right to select their own physician, surgeon and hospital and the physician-patient relationship shall be maintained.

No provision of the charter or by-laws of the Company not included herein shall avoid this policy or be used in defense in any legal proceeding thereunder.

No assignment of interest under this policy shall be binding on the Company unless or until the original or a duplicate thereof is filed at the General Office of the Company. The Company does not assume any responsibility for the validity of an assignment.



**CONTINENTAL  
CASUALTY  
COMPANY**

Chicago, Illinois

POLICY NUMBER

D 13030500

**Family  
Poliomyelitis  
Expense Policy**

**This Policy is Renewable at the  
Option of the Company Only and  
Provides Payment for Loss Due to  
Expense resulting from Poliomye-  
litis—To the Extent Herein Limited  
and Provided.**

**MOREY K. ASANUMA**

Associated with Hallin & Bookwater

CY. 5-8914

867 NORTH 7th ST.

SAN JOSE, — CALIFORNIA

AP-1468Y



In Witness Whereof, the CONTINENTAL CASUALTY COMPANY has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by its duly authorized agent.

*Reevid McElank*  
Secretary

Countersigned by *Fred N. Sargent* Licensed Resident Agent.

*Ray Sullater*  
President