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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

DENNIS E. DAVIS, individually and on behalf) CASE NO.
of all others similarly situated,)
Plaintiff,)
v.) **CLASS ACTION COMPLAINT FOR**
SYMETRA LIFE INSURANCE COMPANY, an) **BREACH OF CONTRACT,**
Iowa corporation,) **CONVERSION, VIOLATION OF THE**
Defendant.) **WASHINGTON CONSUMER**
) **PROTECTION ACT AND**
) **DECLARATORY AND INJUNCTIVE**
) **RELIEF**
) JURY DEMAND
)
)

CLASS ACTION COMPLAINT

Plaintiff Dennis E. Davis (“Plaintiff”), individually and on behalf of all others similarly situated, for his Class Action Complaint against Defendant Symetra Life Insurance Company (“Symetra” or “Defendant”), states and alleges as follows:

NATURE OF ACTION

1. This is a class action for breach of contract and conversion to recover amounts that Defendant charged Plaintiff and the proposed class in excess of the amounts authorized by the express terms of their life insurance policies. Plaintiff’s breach of contract claim is supported exclusively by the written provisions of his policy, which are materially the same as those of

1 other policies held by the members of the proposed class, and not subject to individual
2 negotiation.

3 2. The terms of Plaintiff’s life insurance policy provide for a “Cash Value”
4 consisting of monies held in trust by Defendant for Plaintiff, and Defendant is contractually
5 bound to deduct from the Cash Value only those charges that are explicitly identified and
6 authorized by the policy’s terms.

7 3. Despite unambiguous language in the policy, which is a fully integrated insurance
8 agreement, Defendant breaches the policy by deducting charges from Plaintiff’s Cash Value in
9 excess of the amounts specifically permitted by the policy, and those breaches are continuous
10 and ongoing.

11 4. Defendant has caused material harm to Plaintiff and the proposed class by
12 improperly draining monies they have accumulated in the Cash Values under their policies.
13 Every unauthorized dollar taken from policy owners is one less dollar that can be used to: invest
14 through the policy; pay future premiums; increase the death benefit; use as collateral for policy
15 loans; or withdraw as cash. Class members face a “lose-lose” decision: continue to pay the
16 overcharges to maintain their insurance or surrender the policy after having paid significant
17 premiums for decades.

18 5. Plaintiff brings this case as a class action under Federal Rule of Civil Procedure
19 23, individually and on behalf of the following persons (the “class”):

20 All persons who own or owned a life insurance policy issued or administered by
21 Defendant, the terms of which provide or provided for: 1) an insurance or cost of
22 insurance charge or deduction calculated using a rate that is determined based on
23 Defendant’s expectations as to future mortality experience; 2) additional but
separate policy charges, deductions, or expenses; 3) an investment, interest-
bearing, or savings component; and 4) a death benefit.

24 6. On behalf of himself and the class, Plaintiff seeks to recover compensatory and
25 punitive damages, as well as declaratory and injunctive relief.
26

1 **PARTIES**

2 7. Plaintiff Dennis E. Davis resides in Des Moines, Iowa, and is a citizen of the State
3 of Iowa.

4 8. Defendant is a corporation incorporated under the laws of the State of Iowa, with
5 its principal place of business located in Bellevue, Washington.

6 **JURISDICTION AND VENUE**

7 9. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2), because
8 this is a class action in which at least one member of the class is a citizen of a state different from
9 Defendant, the amount in controversy exceeds \$5 million exclusive of interest and costs, and the
10 proposed class contains more than 100 members.

11 10. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Defendant
12 is a resident of this district and a substantial portion of the events giving rise to Plaintiff's causes
13 of action occurred in this district.

14 **FACTUAL BACKGROUND**

15 11. Plaintiff purchased from American States Life Insurance Company an
16 "Adjustable Life Policy" bearing policy number 00534812, with an effective date of September
17 16, 1987, and an initial specified amount of \$100,000 (the "Policy"). A true and accurate copy
18 of the Policy is attached hereto as Exhibit A and incorporated herein by reference.

19 12. American States Life Insurance Company merged into Defendant, effective
20 October 1, 2005, making Defendant the effective and liable insurer of the Policy.

21 13. Plaintiff has always been both the "owner" and the "insured" under the Policy,
22 which was surrendered on October 9, 2020.

23 14. Defendant was the effective and liable insurer of the Policy and policies meeting
24 the class definition (the "Class Policies").

25 15. The Policy was "a legal contract" between Plaintiff and Defendant. Ex. A at 1.
26

1 16. The entire contract between Plaintiff and Defendant consists of the Policy, the
2 application, and any supplemental application. Ex. A at 11 & Waiver of Cost of Insurance Rider
3 (General Provisions) (“This rider is made a part of the policy to which it is attached.”).

4 17. The terms of the Policy are not subject to individual negotiation and are materially
5 the same for all policyholders.

6 18. Only the President, a Vice President, or the Secretary of Defendant has authority
7 to change, modify or waive any policy provisions. Ex. A at 11.

8 19. Defendant has issued and administered, and currently administers, all aspects of
9 the Policy and Class Policies, including collecting premiums, and setting, assessing, and
10 deducting policy charges.

11 20. In addition to a death benefit, the Policy and Class Policies provide policyholders
12 an investment, savings, or interest-bearing component, that accumulates value over time.
13 Although the savings component in certain of the Class Policies may be identified by a different
14 name, it is identified in the Policy and throughout this Complaint as the “Cash Value.”

15 21. Generally, like Plaintiff and class members, universal life insurance
16 policyholders contribute premiums, the net amount of which, after a “Percentage of
17 Premium Expense Charge” is deducted, are deposited into the Cash Value of a policy,
18 from which the insurer deducts monthly charges as authorized by the policy.

19 22. The Policy and Class Policies expressly define the components of the Cash Value,
20 and how it is calculated:

21 On each Monthly Anniversary Day, the Cash Value is equal to (a), plus (b), minus
22 (c), plus (d), where:

23 (a) is the cash value on the preceding Monthly Anniversary Day.

24 (b) is all net premiums received since the preceding Monthly Anniversary Day.

25 (c) is the cost of insurance for the month preceding the Monthly Anniversary Day.
26

1 (d) is one month's interest on the result of item (a) less item (c).

2 On any day other than a Monthly Anniversary Day, the cash value shall be
3 calculated as (e), plus (f), minus (g), where:

4 (e) is the cash value as of the preceding Monthly Anniversary Day.

5 (f) is all net premiums received since the preceding Monthly Anniversary Day.

6 (g) is the monthly deduction for the month following the preceding Monthly
Anniversary Day.

7 Ex. A at 14.

8 23. The Policy expressly defines the specific charges that Defendant may assess and
9 deduct from Plaintiff's premium payments and the Policy's Cash Value. Defendant may assess
10 charges and take deductions only as allowed by the Policy.

11 24. The Policy authorizes Defendant to deduct the Cost of Insurance from the Cash
12 Value, and expressly defines how the Cost of Insurance is calculated:

13 The cost of insurance is determined on a monthly basis. It is the cost for this Policy
14 plus the cost for any riders. The cost of insurance for the Insured is calculated as
(a) multiplied by the result of (b) minus (c), where:

15 (a) is the cost of insurance rate as described in the Cost of Insurance rates section;

16 (b) is the Insured's Death Benefit at the beginning of the policy month divided by
1.0032737;

17 (c) is the cash value at the beginning of the policy month.

18 Ex. A at 14-15.

19 25. Under the explicit terms of the Policy, Defendant is authorized to use only the
20 insured's age, sex, rate class, and the Defendant's expectations as to future mortality experience
21 when determining the Policy's Cost of Insurance Rates:

22 The monthly cost of insurance rate is based on the sex, attained age, and rating class
23 of the person insured. ... Monthly cost of insurance rates will be determined by us
24 from time to time based on our expectations as to future mortality experience. ...
[T]he cost of insurance rates will not be greater than those shown in the Table of
Guaranteed Maximum Insurance Rates.

25 Ex. A at 15.

26

1 26. Age, sex, and rate class are factors commonly used within the life insurance
2 industry to determine the mortality expectations of an insured or group or class of insureds.

3 27. Because the Policy specifically identifies age, sex, and rate class as the defining
4 components of the Cost of Insurance Rates, and expressly states that current Cost of Insurance
5 Rates are based on Defendant's expectations as to future mortality experience, the parties agree
6 that mortality expectations are what determine Cost of Insurance Rates under the Policy.

7 28. Like the Policy, the Class Policies disclose similar periodic deductions that
8 Defendant is authorized to take from policyholders' Cash Values, including specifically, the Cost
9 of Insurance that is calculated using Cost of Insurance Rates that Defendant must determine
10 based on its expectations as to future mortality experience, and separate premium expense
11 charges in fixed amounts.

12 29. Although the Policy and Class Policies authorize Defendant to use only its
13 "expectations as to future mortality experience" when determining Cost of Insurance Rates,
14 Defendant uses other factors, not authorized by the Policy, when determining such rates,
15 including without limitation, expense experience.

16 30. By including other factors when determining Cost of Insurance Rates, Defendant
17 knowingly causes those rates to be greater than what is explicitly authorized by the Policy and
18 Class Policies.

19 31. By loading Cost of Insurance Rates with unauthorized factors, Defendant
20 repeatedly and continuously breaches the Policy and Class Policies by impermissibly inflating
21 those rates such that they substantially exceed Defendant's "expectations as to future mortality
22 experience."

23 32. The inflated Cost of Insurance Rates used by Defendant cause the monthly Cost
24 of Insurance to be deducted in amounts greater than those explicitly authorized by the Policy and
25 Class Policies. Consequently, Defendant deducts from the Cash Value an amount for the Cost of
26 Insurance that is greater than that authorized under the Policy and Class Policies. On information

1 and belief, during several years he owned the Policy, Defendant's expectations as to future
2 mortality experience accounted for less than half of the amounts deducted from Plaintiff's Cash
3 Value for the Cost of Insurance, meaning that more than 50% of the Cost of Insurance deducted
4 consisted of other factors not authorized by the Policy.

5 33. Each of Defendant's past and future Cost of Insurance deductions from the Cash
6 Values of Plaintiff and the class constitutes a separate breach of contract.

7 34. As a direct and proximate result of Defendant's breaches, therefore, Plaintiff and
8 the class have been damaged, and those damages are continuing in nature in that Defendant has
9 taken and will continue to take Cost of Insurance deductions in unauthorized amounts from
10 policyholders' Cash Values.

11 35. The nature of Defendant's conduct is such that Plaintiff and each member of the
12 class would be unaware that Defendant was engaging in wrongdoing by taking Cost of Insurance
13 deductions in inflated charges and improper amounts from Cash Values. Defendant possesses
14 the actuarial information and equations underlying the computation of rates and charges for the
15 Policy. The Cost of Insurance Rates used to calculate Cost of Insurance deductions are not
16 disclosed to policy owners, nor are the components or factors that comprise those rates. And
17 even if they were, members of the class would lack the knowledge, experience, or training to
18 reasonably ascertain how Defendant calculated the rates and deductions included in the Policy.

19 36. Because of its superior knowledge of the computations, Defendant was aware that
20 Plaintiff and each member of the class did not know about the improper deductions. Defendant
21 sent Plaintiff and the class annual statements each year that identified each month's Cost of
22 Insurance deduction while affirmatively concealing the factors Defendant used to determine the
23 Cost of Insurance Rates. Concealment of its conduct and failure to disclose its conduct to
24 Plaintiff and the class constitutes fraudulent concealment and therefore tolls the statute of
25 limitations for Plaintiff and proposed class members. Plaintiff did not learn of Defendant's
26 breaches until after he had engaged counsel and consulted an actuarial expert in October 2020.

1 37. Plaintiff did not discover nor, through reasonable diligence, could he have
2 discovered the facts establishing Defendant's breaches or the harm caused thereby.

3 **CLASS ACTION ALLEGATIONS**

4 38. Pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), 23(b)(3)
5 and/or 23(c)(4), Plaintiff brings this action on behalf of himself and all others similarly situated,
6 and seeks to represent the following class:

7 All persons who own or owned a life insurance policy issued or administered by
8 Defendant, the terms of which provide or provided for: 1) an insurance or cost of
9 insurance charge or deduction calculated using a rate that is determined based on
10 Defendant's expectations as to future mortality experience; 2) additional but
separate policy charges, deductions, or expenses; 3) an investment, interest-
bearing, or savings component; and 4) a death benefit.

11 39. Excluded from the class is Defendant, any entity in which Defendant has a
12 controlling interest, any of the officers, directors, or employees of the Defendant, the legal
13 representatives, heirs, successors, and assigns of the Defendant, anyone employed with
14 Plaintiff's counsels' firms, any Judge to whom this case is assigned, and his or her immediate
15 family. Also excluded from the class is any policy that explicitly discloses all the factors
16 Defendant used to calculate its rates and charges.

17 40. Plaintiff's claims satisfy the numerosity, typicality, adequacy, commonality, and
18 superiority requirements under Federal Rule of Civil Procedure 23, as set forth more fully herein.

19 41. The persons who fall within the class number in at least the hundreds and most
20 likely thousands, and thus the numerosity standard is satisfied. Because class members are
21 geographically dispersed across the country, joinder of all class members in a single action is
22 impracticable.

23 42. There are questions of law and fact common to the claims of Plaintiff and the
24 class that predominate over any questions affecting only individual class members. The
25 questions of law and fact arising from Defendant's actions that are common to the class include,
26 without limitation:

- 1 a. Whether Defendant is permitted by the Class Policies to use factors other than
2 those disclosed in the Class Policies to determine the monthly Cost of Insurance
3 Rates used to calculate insurance policy deductions;
- 4 b. Whether Defendant added, included, or relied on factors not specified in the Class
5 Policies when determining the monthly Cost of Insurance Rates used to calculate
6 Cost of Insurance deductions;
- 7 c. Whether Defendant added, included, or relied on factors unrelated to mortality
8 expectations in setting and determining Cost of Insurance Rates, despite the
9 policy provisions providing that Cost of Insurance Rates will be based on
10 expectation as to future mortality experience;
- 11 d. Whether Defendant breached the terms of the Class Policies;
- 12 e. Whether the class sustained damages as a result of Defendant's breaches of
13 contract;
- 14 f. Whether the class is entitled to damages, restitution, and/or other equitable relief
15 requiring Defendant to make deductions from Cash Values in accordance with
16 the terms of the Class Policies in the future; and
- 17 g. Whether the class, or a subset of the class, is entitled to declaratory relief stating
18 the proper construction and/or interpretation of the Class Policies.

19 43. The questions set forth above predominate over any questions affecting only
20 individual persons, and a class action is superior with respect to considerations of consistency,
21 economy, efficiency, fairness, and equity to other available methods for the fair and efficient
22 adjudication of the claims asserted herein.

23 44. Plaintiff's claims are typical of the claims of the class in that Plaintiff and the
24 class members all purchased policies containing the same or similar limitations on the amounts
25 that Defendant could charge its policyholders or deduct from their Cash Values under the express
26 terms of the Policy and Class Policies.

45. Plaintiff will fairly and adequately protect and represent the interests of the
proposed class, because his interests are aligned with, and not antagonistic to, those of the
proposed class, and he is represented by counsel who are experienced and competent in the
prosecution of class action litigation and have particular expertise with class action litigation on
behalf of owners of universal life insurance policies.

1 46. Maintenance of this action as a class action is a fair and efficient method for
2 adjudicating this controversy. It would be impracticable and undesirable for each member of the
3 class to bring a separate action. Because of the relatively small size of individual class member's
4 claims, absent a class action, most class members would likely find the cost of litigating their
5 claims prohibitively high and would have no effective remedy. In addition, the maintenance of
6 separate actions would place a substantial and unnecessary burden on the courts and could result
7 in inconsistent adjudications, while a single class action can determine, with judicial economy,
8 the rights of all class members.

9 **COUNT I: BREACH OF CONTRACT**

10 **(Cost of Insurance)**

11 47. The preceding paragraphs are incorporated by reference as if fully alleged herein.

12 48. Plaintiff and the class purchased life insurance policies—the Policy and Class
13 Policies—from Defendant.

14 49. The Policy and Class Policies are valid and enforceable contracts between the
15 Defendant and Plaintiff and class members.

16 50. Plaintiff and the class substantially performed their obligations under the terms
17 of the Policy and Class Policies.

18 51. By including unauthorized and undisclosed factors in the monthly Cost of
19 Insurance Rates, Defendant impermissibly causes those rates to be greater than those authorized
20 by the Policy and the Class Policies.

21 52. Because Defendant calculates the amount to be deducted from the Cash Values
22 of Plaintiff and the class for the Cost of Insurance using monthly Cost of Insurance Rates that
23 are greater than those authorized by the Policy and Class Policies, Defendant has taken and will
24 take Cost of Insurance deductions from the Cash Values of Plaintiff and the class in amounts
25 greater than those authorized by their policies.
26

1 53. Defendant's practice of taking Cost of Insurance deductions in amounts not
2 authorized by the Policy and Class Policies constitutes a breach of the policies.

3 54. As a direct and proximate result of Defendant's breach, Plaintiff and the class
4 have sustained damages that are continuing in nature in an amount to be determined at trial.

5 **COUNT II: BREACH OF CONTRACT**

6 **(Improving Expectations as to Future Mortality Experience)**

7 55. The preceding paragraphs are incorporated by reference as if fully alleged herein.

8 56. When setting monthly Cost of Insurance Rates, the Policy and Class Policies
9 authorize Defendant to consider only its expectations as to future mortality experience.

10 57. Although mortality expectations have generally improved because people are
11 living longer today than when the Policy and Class Policies were initially priced, Defendant has,
12 on information and belief, failed to reduce monthly Cost of Insurance Rates for the Policy and
13 Class Policies.

14 58. Defendant's failure to reduce these rates even though its expectations of future
15 mortality experience improved constitutes a breach of the Policy and Class Policies.

16 59. As a direct and proximate result of Defendant's breach, Plaintiff and the class
17 have sustained damages that are continuing in nature in an amount to be determined at trial.

18 **COUNT III: CONVERSION**

19 60. The preceding paragraphs are incorporated by reference as if fully alleged herein.

20 61. Plaintiff and the class had a property interest in the funds Defendant deducted
21 from their Cash Values in excess of the amounts permitted by the terms of the Policy and Class
22 Policies.

23 62. Defendant intentionally and substantially interfered with that property interest.
24 By taking Cost of Insurance deductions in unauthorized amounts from the Cash Values of
25 Plaintiff and the class, Defendant assumed and exercised ownership over, and misappropriated
26

1 or misapplied, specific funds held in trust for the benefit of Plaintiff and the class, without
2 authorization or consent and in hostility to the rights of Plaintiff and class members.

3 63. Defendant continues to retain these funds unlawfully. At no time did Plaintiff or
4 any class member consent to such wrongful retention of funds by Defendant.

5 64. Defendant's wrongful exercise of control over the personal property of Plaintiff
6 and class members constitutes conversion.

7 65. As a direct and proximate result of Defendant's conduct, Plaintiff and the class
8 have been damaged, and these damages are continuing in nature.

9 66. Although requiring expert testimony, the amounts of unauthorized Cost of
10 Insurance deductions Defendant took from Plaintiff and the class are capable of determination,
11 to an identified sum, by comparing Plaintiff's actual Cost of Insurance deduction each month to
12 a Cost of Insurance deduction calculated using a monthly Cost of Insurance Rate determined
13 using Defendant's expectations as to future mortality experience.

14 67. Defendant intended to cause damage to Plaintiff and the class by deducting more
15 from their Cash Value than was authorized by the Policy and Class Policies

16 68. By reason of the foregoing, Plaintiff and class members are entitled to recover
17 from Defendant all damages and costs permitted by law, including all amounts Defendant
18 wrongfully converted.

19 **COUNT IV: VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**

20 69. The preceding paragraphs are incorporated by reference as if fully alleged herein.

21 70. Defendant engaged in unfair or deceptive acts or practices by materially failing
22 to disclose and concealing from Plaintiff and class members the factors used to calculate monthly
23 Cost of Insurance Rates and the basis for the amounts deducted from their Cash Values for the
24 Cost of Insurance. Defendant alone, and not Plaintiff and class members, possesses the actuarial
25 information and equations underlying the determination and computation of rates and charges
26 for the Policies, such that Plaintiff and class members were unaware of Defendant's unfair and

1 deceptive acts and practices.

2 71. Defendant provides life insurance in Washington. Defendant's unfair and
3 deceptive acts or practices therefore occurred in trade or commerce as part of its business
4 operations.

5 72. Defendant's unfair and deceptive acts and practices impact the public interest.
6 Washington regulates the insurance industry and deems misconduct by licensed insurers to affect
7 the public interest. Moreover, Defendant's conduct applies uniformly to individuals obtaining
8 life insurance policies from Defendant and if action is not taken, Defendant will continue to
9 commit such wrongful acts against present and future insureds.

10 73. Plaintiff and class members have been injured by Defendant's unfair and
11 deceptive acts or practices. Plaintiff and class members have a property interest in their Cash
12 Values and the funds wrongfully deducted by Defendant. Defendant's wrongful conduct injured
13 that property by reducing its value and depriving Plaintiff and class members of interest
14 payments that would otherwise have accrued. This injury was caused by Defendant's Cost of
15 Insurance deductions in unauthorized amounts and material omissions regarding the calculation
16 of these deductions.

17 74. Plaintiff and class members are entitled to recover from Defendant their actual
18 damages, treble damages, costs, and attorneys' fees.

19 **COUNT V: DECLARATORY AND INJUNCTIVE RELIEF**

20 75. The preceding paragraphs are incorporated by reference as if fully alleged herein.

21 76. An actual controversy has arisen and now exists between Plaintiff and the class,
22 on the one hand, and Defendant, on the other, concerning the respective rights and duties of the
23 parties under the Policy and Class Policies.

24 77. Plaintiff contends that Defendant has breached the Policy and Class Policies in
25 the following respects:
26

1 a. By using unauthorized and undisclosed factors to compute the monthly Cost of
2 Insurance Rates under the Policy and Class Policies, Defendant impermissibly
3 increased monthly Cost of Insurance Rates for the Policy and Class Policies and,
4 as a result, made Cost of Insurance deductions from the Cash Values of Plaintiff
5 and the class in amounts greater than those authorized by the Policy and Class
6 Policies.

7 b. By failing to reduce Cost of Insurance Rates to reflect Defendant's improving
8 expectations as to future mortality experience.

9 78. Plaintiff therefore seeks a declaration of the parties' respective rights and duties
10 under the Policy and Class Policies and requests the Court to declare the aforementioned conduct
11 of Defendant as unlawful and in material breach of the Policy and Class Policies so that future
12 controversies may be avoided.

13 79. Pursuant to a declaration of the parties' respective rights and duties under the
14 Policy and Class Policies, Plaintiff further seeks an injunction temporarily, preliminarily, and
15 permanently enjoining Defendant (1) from continuing to engage in conduct in breach of the
16 Policy and Class Policies, and from continuing to deduct unlawfully inflated amounts for the
17 Cost of Insurance in violation of the Policy and Class Policies; and (2) ordering Defendant to
18 comply with terms of the Policy and Class Policies in regards to its Cost of Insurance deductions
19 from Plaintiff and class members' Cash Values.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
22 requests relief and judgment against Defendant as follows:

23 a. That the Court enter an order certifying the class, appointing Plaintiff as a
24 representative of the class, appointing Plaintiff's counsel as class counsel, and
25 directing that reasonable notice of this action, as provided by Federal Rule of
26 Civil Procedure 23(c)(2), be given to the class;

- 1 b. For a judgment against Defendant for the causes of action alleged against it;
2 c. For compensatory damages in an amount to be proven at trial;
3 d. For exemplary damages;
4 e. For a declaration that Defendant's conduct as alleged herein is unlawful and in
5 material breach of the Policy and Class Policies;
6 f. For appropriate injunctive relief, enjoining Defendant from continuing to engage
7 in conduct related to the breach of the Policy and Class Policies;
8 g. For pre-judgment and post-judgment interest at the maximum rate permitted by
9 law;
10 h. For Plaintiff's costs incurred; and
11 i. For such other relief in law or equity as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury on all issues so triable.

14 DATED this 20th day of April, 2021.

15 TOUSLEY BRAIN STEPHENS PLLC

16 By: Kim D. Stephens
17 Kim D. Stephens, P.S. WSBA #11984

18 By: Rebecca L. Solomon
19 Rebecca L. Solomon, WSBA #51520

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Attorneys for Plaintiff, Dennis E. Davis

4830-5894-0646, v. 1

EXHIBIT A



American States Life Insurance Company
Indianapolis, Indiana
A Stock Company

READ YOUR POLICY CAREFULLY.

This policy is a legal contract
between the policy owner and the
American States Life Insurance Company.

We agree to pay the Death Benefit to the Beneficiary after receipt of proof of the death of the Insured while this policy is in force and before the Maturity Date.

We agree to pay the cash value to the Owner if the Insured is living on the Maturity Date.

RIGHT TO CANCEL. You may cancel this policy by delivering or mailing a written notice or sending a telegram to American States Life Insurance Company, 500 North Meridian Street, Indianapolis, Indiana 46207 and by returning the policy or contract before midnight of the twentieth day after the date you receive the policy. Notice given by mail and return of the policy or contract by mail are effective on being postmarked, properly addressed and postage prepaid. American States Life Insurance Company will return all payments made for this policy within ten days after receiving notice of cancellation and the returned policy.

This policy is issued as of its Policy Date and accepted subject to the terms set forth on the following pages, which are made a part of the policy. We issued this policy in consideration of the application and the payment of premiums as provided.

Handwritten signature of Thomas M. Ober in cursive.

Secretary

Handwritten signature of Edward J. Goss in cursive.

President

Adjustable Life Insurance Policy — Cash Value Payable at Maturity

Death Benefit payable at death prior to Maturity Date

Cash Value payable on Maturity Date

Adjustable Death Benefit — Flexible Premiums payable during
lifetime of Insured until the Maturity Date

Nonparticipating — No Annual Dividends

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As used in this policy, the terms "we", "us" and "our" refer to American States Life Insurance Company.

"Insured", as used in this policy, means the person or persons so named on the Policy Specifications page.

MAIN OFFICE ADDRESS: P.O. BOX 7065, INDIANAPOLIS, INDIANA 46207

PERCENTAGE OF PREMIUM EXPENSE CHARGES:
0.0% OF ALL PREMIUMS

POLICY LOAN RATE: 7.0 PERCENT

*NOTE: IT IS POSSIBLE THAT THE CASH VALUE WILL BE GREATLY REDUCED AT MATURITY OR COVERAGE WILL EXPIRE PRIOR TO THE MATURITY DATE SHOWN WHERE EITHER NO PREMIUMS ARE PAID FOLLOWING PAYMENT OF THE INITIAL PREMIUM OR SUBSEQUENT PREMIUMS ARE INSUFFICIENT TO CONTINUE COVERAGE TO SUCH A DATE. IF CURRENT VALUES CHANGE, THIS WOULD ALSO AFFECT COVERAGE.

MAIN OFFICE ADDRESS: P.O. BOX 7068, INDIANAPOLIS, INDIANA 46207

PERCENTAGE OF PREMIUM EXPENSE CHARGES:
0.03 OF ALL PREMIUMS

POLICY LOAN RATE: 7.0 PERCENT

NOTE: IT IS POSSIBLE THAT THE CASH VALUE WILL BE GREATLY REDUCED AT MATURITY OR COVERAGE WILL EXPIRE PRIOR TO THE MATURITY DATE SHOWN WHERE EITHER NO PREMIUMS ARE PAID FOLLOWING PAYMENT OF THE INITIAL PREMIUM OR SUBSEQUENT PREMIUMS ARE INSUFFICIENT TO CONTINUE COVERAGE TO SUCH A DATE. IF CURRENT VALUES CHANGE, THIS WOULD ALSO AFFECT COVERAGE.

POLICY SCHEDULE

ADJUSTABLE LIFE POLICY - ENDOWMENT - MATURING AT AGE 95

POLICY NUMBER: 00534812

INSURED: DAVIS, DENNIS E.

POLICY DATE: SEPTEMBER 16, 1987

*MATURITY DATE: [REDACTED]

MONTHLY ANNIVERSARY DATE: 16

INITIAL PREMIUM: \$77.75

CLASS: NONSMOKER/STANDARD

PLANNED PERIODIC PREMIUM: \$77.75

SEX: MALE AGE: [REDACTED]

PAYABLE: SPECIAL MONTHLY

INSURED'S SPECIFIED AMOUNT OF \$100,000.00 DOES INCLUDE THE CASH VALUE.

RIDERS ARE SHOWN ON THE SUPPLEMENTAL POLICY SCHEDULE.

SUPPLEMENTAL POLICY SCHEDULE

POLICY NUMBER: 00534812

POLICY DATE: SEPTEMBER 16, 1987

INSURED: DAVIS, DENNIS E.

RIDERS:

WAIVER OF MONTHLY DEDUCTIONS RIDER

CLASSIFICATION FACTOR: 1.00 (STANDARD)

EXPIRY DATE: SEPTEMBER 16, 2009

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE	POLICY YEAR	SURRENDER CHARGE
1	2,700	11	1,278
2	2,557	12	1,136
3	2,415	13	994
4	2,273	14	852
5	2,131	15	710
6	1,989	16	568
7	1,847	17	426
8	1,705	18	284
9	1,563	19	142
10	1,421		

IF THE SPECIFIED AMOUNT IS INCREASED, THE SURRENDER CHARGE MAY BE INCREASED IN ACCORDANCE WITH THE SURRENDER CHARGE PROVISION.

REGARDLESS OF THE SURRENDER CHARGE THE SURRENDER VALUE WILL NEVER BE LESS THAN ZERO.

WAIVER OF COST OF INSURANCE RIDER

CONSIDERATION. This rider is part of the policy to which it is attached. It is issued in consideration of the application and its cost of insurance. The cost of insurance for this rider is deducted from the cash value at the same time and in the same manner as the cost of insurance for the policy. If the cost of insurance for any other rider attached to the policy ceases to be deducted, then the part of the cost of insurance for this rider with respect to such other rider shall cease to be deducted.

COST OF INSURANCE. The monthly cost of insurance for this rider is equal to the product of A times B times C where:

- A. is a factor based on the attained age and sex of the Insured and is shown in the table below; and,
- B. is the classification factor for this rider and is shown for this rider on the Policy Schedule; and
- C. is the monthly deduction as determined without regard to this rider. Such monthly deduction is defined in the policy and is the total cost of insurance for the Insured and for any additional benefits provided by rider.

TABLE OF FACTORS

(Described in A above)

For Determining Cost of Insurance for this Rider

ATTAINED AGE	FACTOR		ATTAINED AGE	FACTOR	
	MALE	FEMALE		MALE	FEMALE
5	0.042	0.053	35	0.052	0.082
6	0.042	0.053	36	0.053	0.083
7	0.042	0.053	37	0.054	0.085
8	0.043	0.053	38	0.055	0.086
9	0.043	0.054	39	0.056	0.088
10	0.043	0.055	40	0.057	0.089
11	0.043	0.057	41	0.058	0.090
12	0.043	0.060	42	0.059	0.090
13	0.043	0.063	43	0.060	0.090
14	0.043	0.066	44	0.062	0.091
15	0.043	0.068	45	0.064	0.092
16	0.043	0.069	46	0.067	0.094
17	0.043	0.070	47	0.071	0.097
18	0.043	0.070	48	0.075	0.100
19	0.044	0.071	49	0.080	0.104
20	0.044	0.071	50	0.085	0.107
21	0.044	0.071	51	0.091	0.110
22	0.045	0.071	52	0.096	0.113
23	0.045	0.072	53	0.103	0.116
24	0.046	0.072	54	0.111	0.119
25	0.046	0.072	55	0.121	0.122
26	0.046	0.072	56	0.133	0.124
27	0.047	0.072	57	0.147	0.126
28	0.047	0.073	58	0.163	0.128
29	0.047	0.073	59	0.181	0.130
30	0.048	0.074	60	0.065	0.043
31	0.049	0.075	61	0.060	0.036
32	0.049	0.077	62	0.053	0.030
33	0.050	0.079	63	0.062	0.030
34	0.051	0.080	64	0.072	0.030

BENEFIT. We will provide one of the following after approval of a claim for Total Disability.

1. If Total Disability starts before age 60, the monthly cost of insurance for the policy will not be deducted from the cash value while Total Disability continues.
2. If Total Disability starts on or after age 60 but before age 63, the monthly cost of insurance for the policy becoming due prior to age 65 will not be deducted from the cash value while Total Disability continues.
3. If Total Disability starts on or after age 63 but before age 65, the monthly cost of insurance for the policy becoming due in the 2 year period following the beginning of the disability will not be deducted from the cash value while Total Disability continues.

Automatic Change in Insurance Coverage. Upon receiving proof that the Insured is Totally Disabled so that the monthly costs of insurance are waived in accordance with the provisions of this rider, if Section 1 of the Death Benefit provision of the policy is in effect, it will be changed to Section 2 as of the next Monthly Anniversary Day following the date of disability. In this event the Insured's total Specified Amount will be equal to the Insured's Specified Amount prior to such change, less the cash value on the date of change.

Upon:

1. recovery of the Insured from Total Disability; or
2. the end of the benefit period if benefits are being paid under 2 or 3 above;

the change described in the above paragraph will remain in effect unless the Owner then makes a written request for further change as provided in the policy.

Other than the automatic change described above, no other Change in Insurance Coverage may be made during a period of Total Disability while monthly costs of insurance are not being deducted.

Age. "Age 60," "age 63," and "age 65," means the policy anniversary on or next following the Insured's respective birthday.

TOTAL DISABILITY

(1) **Definition.** Total disability for the first 24 months after the commencement of a loss shall mean the inability of the insured to perform all the substantial and material duties of his regular occupation.

Total disability after 24 months of continuous disability shall mean the inability of the Insured to perform all of the substantial and material duties of any occupation for which he is reasonably suited by reason of education, training or experience.

(2) **Requirements.** Total disability of the Insured requires:

- a. the regular attendance of a duly licensed physician other than the Insured or a member of the Insured's immediate family;
- b. that total disability be caused by accidental bodily injury occurring, or disease first manifesting itself, after the effective date of this rider and before age 65;
- c. that disability has continued for six consecutive months; and
- d. that this rider and this policy were in force when disability began.

NOTICE AND PROOF OF CLAIM. Written notice of a claim and due proof of total disability must be given to the Company at its Home Office:

- (1) during the lifetime of the insured; and
- (2) within one year after the beginning of the disability.

Failure to give notice and proof within one year will not invalidate a claim if it is shown that the notice and proof were given as soon as was reasonably possible; however, no premium due more than one year prior to proof of claim will be waived.

Prior to the approval of any claim, the Company will have the right to have one or more physicians designated to examine the Insured as often as the Company may reasonably require.

Premiums becoming due before the Company approves a total disability claim should be paid prior to the expiration of the Grace Period. If the claim is approved, any premium paid which is eligible for waiver will be refunded.

PROOF OF CONTINUANCE. After approval of a total disability claim the Company may require due proof of the continuance of total disability. The Company may require the Insured to be examined at reasonable intervals by one or more physicians designated by the Company. The Company will not require proof of examination more often than once a year after total disability has

continued for two full years. If proof is not furnished on request or if the Insured fails to submit to examination, the premiums falling due thereafter will not be waived.

NOTICE OF RECOVERY. The Owner shall give immediate notice to the Company when the Insured recovers from total disability.

LIMITATIONS. No benefit will be provided by this rider if disability results from an intentionally self-inflicted injury or from an act attributable to war, whether declared or undeclared, while the Insured is in the military service of any country.

EXCHANGE. If the policy is exchanged for another plan of insurance, the benefits provided by this rider shall not be included as part of the new policy unless evidence of insurability of the insured, satisfactory to the company, is submitted at the time of exchange. If this policy is exchanged while the insured is disabled, premiums will not be waived under the new policy unless agreed to by the company.

GENERAL PROVISIONS

- (1) This rider is made a part of the policy to which it is attached.
- (2) This benefit is subject to all the provisions of this rider and this policy.

TERMINATION OF RIDER. This rider terminates:

- (1) when any premium for this rider or this policy is in default beyond the end of its Grace Period.
- (2) on the due date of any premium on this policy by written request of the Owner accompanied by this policy and this rider for endorsement.
- (3) when the age of the insured is sixty-five; however, such termination will not affect an eligible claim for disability occurring before age sixty-five.

AMERICAN STATES LIFE INSURANCE COMPANY


President

ENDORSEMENT

THIS ENDORSEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY IT IS ATTACHED TO.

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The approval of:

1. the reinstatement of this policy;
2. any increase in the coverage of this policy;
3. the reentry for Select renewal premium;

shall be contestable for fraud or misrepresentation of any material fact offered by the insured for two years from the date of approval during which time the insured is living.

AMERICAN STATES LIFE INSURANCE COMPANY

David L. Ratchiff

President

**TABLE OF GUARANTEED
MAXIMUM INSURANCE RATES
STANDARD RATE CLASSIFICATION**

Monthly Cost of Insurance				Single Premium Endowment at 95 (Future Purchase Option and Option E)			
Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000	Attained Age	Rate Per \$1,000
0	\$.36926	50	\$.72664	0	\$ 95.87	50	\$429.57
1	.13669	51	.79505	1	95.70	51	441.89
2	.12419	52	.86931	2	98.05	52	454.36
3	.11918	53	.95025	3	100.63	53	466.98
4	.11459	54	1.03830	4	103.38	54	479.73
5	.11043	55	1.13470	5	106.28	55	492.61
6	.10669	56	1.24073	6	109.35	56	505.59
7	.10376	57	1.35719	7	112.59	57	518.65
8	.10167	58	1.48455	8	115.99	58	531.78
9	.10084	59	1.62403	9	119.56	59	544.96
10	.10168	60	1.77650	10	123.28	60	558.16
11	.10376	61	1.94238	11	127.15	61	571.37
12	.10751	62	2.12333	12	131.15	62	584.56
13	.11293	63	2.32107	13	135.28	63	597.71
14	.11876	64	2.53768	14	139.53	64	610.80
15	.12502	65	2.77608	15	143.89	65	623.81
16	.13168	66	3.03928	16	148.37	66	636.69
17	.13793	67	3.32978	17	152.96	67	649.41
18	.14294	68	3.64685	18	157.69	68	661.92
19	.14710	69	3.98676	19	162.56	69	674.19
20	.15086	70	4.34500	20	167.59	70	686.21
21	.15377	71	4.71692	21	172.80	71	697.98
22	.15627	72	5.09967	22	178.20	72	709.53
23	.15836	73	5.49760	23	183.79	73	720.92
24	.16002	74	5.92258	24	189.61	74	732.19
25	.16211	75	6.38757	25	195.65	75	743.34
26	.16461	76	6.90619	26	201.92	76	754.37
27	.16752	77	7.49028	27	208.43	77	765.22
28	.17127	78	8.14300	28	215.19	78	775.83
29	.17544	79	8.85700	29	222.20	79	786.13
30	.18003	80	9.62445	30	229.47	80	796.10
31	.18503	81	10.43681	31	237.00	81	805.72
32	.19045	82	11.28617	32	244.80	82	815.02
33	.19671	83	12.17113	33	252.89	83	824.06
34	.20462	84	13.09630	34	261.26	84	832.91
35	.21463	85	14.06747	35	269.92	85	841.66
36	.22671	86	15.09034	36	278.86	86	850.43
37	.24213	87	16.17587	37	288.07	87	859.36
38	.26088	88	17.34343	38	297.56	88	868.64
39	.28256	89	18.62108	39	307.29	89	878.54
40	.30716	90	20.04580	40	317.27	90	889.42
41	.33384	91	21.66244	41	327.48	91	901.85
42	.36260	92	23.52590	42	337.93	92	916.75
43	.39386	93	25.69963	43	348.61	93	935.68
44	.42806	94	28.33894	44	359.53	94	961.55
45	.46600	95	31.87147	45	370.68		
46	.50810			46	382.06		
47	.55482			47	393.64		
48	.60653			48	405.43		
49	.66366			49	417.41		

Children's Benefit Rider Monthly Cost of Insurance Rate per \$1,000.00: \$5,000.

MINIMUM DEATH BENEFIT TABLE

The Insured's Death Benefit will never be less than the following percentage of the policy's cash value.

Insured's Attained Age at the Beginning of the Policy Year	Percentage	Insured's Attained Age at the Beginning of the Policy Year	Percentage
40 or less	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	71	113
51	178	72	111
52	171	73	109
53	164	74	107
54	157	75 through 90	105
55	150	91	104
56	146	92	103
57	142	93	103
58	138	94	101
59	134	95	100
60	130		

PREMIUM, GRACE PERIOD AND REINSTATEMENT PROVISIONS

Payment of Premiums. The Initial Premium is due on the Policy Date and is payable in advance. The amounts and frequency of Planned Periodic Premium payments are shown in the Policy Schedule. Policy anniversaries occur annually and are computed from the Policy Date.

The policy will not take effect until it has been delivered and the Initial Premium has been paid prior to death and prior to any change in health of any person to be insured as shown in the application.

The Initial Premium is payable at the Home Office or to an authorized agent. All other premiums are payable at our Home Office. Receipts will be furnished upon request.

Planned Periodic Premium payments of \$25.00 or more may be made on an annual, semi-annual, quarterly or monthly basis, subject to the company's rules in effect at the time of payment. Changes in frequency and increases or decreases in amount of Planned Periodic Premium payments may be made by the Owner. We reserve the right to limit the amount of any increase.

Additional premium payments may be made at any time during the continuance of this policy. We reserve the right to limit the number and amount of additional premium payments.

In no event shall the premium paid into this policy exceed any limit set by law. If a premium is paid that is above such a limit, one of two things will happen:

1. If this policy has an annuity rider, the part of the premium that is above the limit will be paid with interest into the annuity rider, or refunded with interest upon the written request of the owner.
2. If no annuity rider is attached to this policy, any premium above the limit will be refunded to the owner.

Grace Period. A grace period of 61 days will be granted if the cash value is not sufficient to cover the Cost of Insurance for the next following month. Notice of such premium will be mailed to the last known address of the Owner. If such premium is not paid within the grace period, all coverage under the policy will terminate without value at the end of the 61 day period. If a claim becomes payable by death during the grace period, any overdue Cost of Insurance will be deducted from the proceeds.

Reinstatement. If this policy terminates, as provided in the grace period section, it may be reinstated at any time within five years after the date of termination and prior to the Maturity Date. The reinstatement is subject to:

1. receipt of evidence of insurability satisfactory to us; and
2. payment of a minimum premium sufficient to keep the policy in force for two months.

The effective date of a reinstatement shall be the Monthly Anniversary Day that falls on or next follows the date the application for reinstatement is approved by us.

OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

Owner. While the Insured is alive, all rights in this policy belong to the Owner. All of the Owner's rights in this policy belong to the estate of the Owner if the Owner dies before the Insured. Owner means the Owner identified in the application or a successor in interest.

Change of Owner. The Owner may transfer all ownership rights and privileges to a new Owner only in writing on a form satisfactory to us. The change will be effective when recorded by us. Any payment made or any action taken or allowed by us before the change in ownership is recorded will be without prejudice to us. Unless provided otherwise, a change in ownership will not affect the interest of any Beneficiary.

Assignment. We will not be affected by any assignment of the policy until the assignment, on a form satisfactory to us, is filed with us. We do not assume responsibility for the validity or sufficiency of any assignment. The interest of any Beneficiary will be subject to the rights of any

assignee of record.

Beneficiary. The Beneficiary on the Policy Date will be as designated in the application. Unless provided otherwise, the interest of any Beneficiary who dies before the person insured will vest in the Owner or the Owner's estate.

Change of Beneficiary. The owner may change the beneficiary during the lifetime of the insured unless otherwise provided in a previous beneficiary designation. When the beneficiary is changed, any previous beneficiary designation will be automatically revoked. A request to change the beneficiary must be made in writing to the company's home office in a form acceptable to us and the change will be effective on the date proper notice is signed by the owner and any irrevocable beneficiary. However, we will have no liability for any action taken by it before the notice of change is received at its home office. The company reserves the right to require this policy for endorsement of any beneficiary change.

GENERAL PROVISIONS

The Policy. This policy and application constitute the entire contract. Only the President, a Vice President, or the Secretary of the company have the authority to change, modify or waive any policy provisions.

Nonparticipation. This policy is nonparticipating. It will not share in our profits or surplus earnings. We will pay no dividends on this policy.

Proceeds. Proceeds means the amount payable: (1) on the Maturity Date; (2) on the surrender of this policy; or (3) after the death of an insured person.

The proceeds payable on the death of the Insured shall be the Insured's Death Benefit, less any indebtedness. The proceeds payable on the death of any person insured by rider shall be as provided in the rider. If the policy is surrendered the proceeds shall be the surrender value. On the Maturity Date the proceeds shall be the cash value. The proceeds are subject to any adjustments as provided for in the Error in Age or Sex, Incontestability and Suicide sections.

Payment of Proceeds. The proceeds are subject first to any indebtedness to us and then to the interest of any assignee of record. However, unless otherwise provided, the Death Benefit of any person insured by rider shall not be subject to any indebtedness to us. Payments to satisfy any indebtedness to us and any assignee shall each be paid in one sum. Unless an Optional Method of Settlement is elected, the balance of any Death Benefit shall be paid in one sum to the designated Beneficiary. If no Beneficiary survives, the proceeds shall be paid in one sum to the Owner, if living; otherwise to the estate of the Owner. Unless an Optional Method of Settlement is elected, any proceeds payable on the Maturity Date or upon surrender of this policy shall be paid to the Owner in one sum.

Error in Age or Sex. If there is an error in the age or sex of the Insured or any person insured by rider, the Proceeds and the Cash Value will be adjusted. The adjustment will be the difference between two amounts accumulated at interest. The two amounts are:

1. the Cost of Insurance deductions which were made; and
2. the Cost of Insurance deductions which should have been made.

The interest rates used will be the rates used when calculating the Cash Value.

Suicide. If the Insured commits suicide while sane or insane within two years from the effective date of any increase in insurance or any reinstatement, the total liability with respect to such increase or reinstatement shall be its cost.

Not Contestable after Two Years. All statements made in the application will in the absence of fraud be deemed representations and not warranties. Statements may be

used to contest a claim or the validity of this policy only if: (1) they are contained in the application; (2) a copy of the application is attached to this policy when issued. Except for: (a) the insufficiency of the cash value to pay for the monthly cost of insurance; (b) any provisions granting benefits in event of total disability or accidental death, the validity of this policy will not be contestable after it has been in force during the lifetime of the insured for two years from the policy date.

Annual Report. We shall send a report to the Owner, at least once each year, which shows the current cash value, premiums paid and all charges since the last report and outstanding policy loans.

Effective Date of Coverage. The effective date of coverage under this policy shall be as follows:

1. The Policy Date shall be the effective date for all coverage provided in the original application.
2. For any increase or addition to coverage, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the application.
3. For any insurance that has been reinstated, the effective date shall be the Monthly Anniversary Day that falls on or next follows the date we approve the application for reinstatement.

Interest Before Settlement. If the proceeds are not paid in one sum or under an Optional Method of Settlement within 30 days after they become payable, or the time provided by law, whichever is less, we will pay interest on the unpaid proceeds. Interest will accrue from the date the proceeds are payable to the date of payment, but not for more than one year. The rate of interest will be the rate then used by us but will not be lower than a yearly rate of 4 percent, or the rate provided by law, whichever is greater.

Termination. All coverage under this policy shall terminate when any one of the following events occur:

1. The Owner requests that coverage terminate.
2. The Insured dies.
3. The policy matures.
4. The grace period ends.
5. The policy is surrendered.

INSURANCE COVERAGE PROVISIONS

Death Benefit. Subject to the provisions of this policy, the Insured's Death Benefit at any time prior to the Maturity Date shall be as follows:

- Option 1. If the Insured's Specified Amount includes the cash value, as shown in the Policy Schedule, the Insured's Death Benefit at any time shall equal the Insured's Specified Amount.
- Option 2. If the Insured's Specified Amount is in addition

to the cash value, as shown in the Policy Schedule, the Insured's Death Benefit at any time shall be equal to the then cash value plus the Insured's Specified Amount.

The Insured's Death Benefit, however, will never be less than the percentage of the policy's cash value necessary to qualify this policy as life insurance under the definition set forth by the Internal Revenue Code of 1954, as

amended. The current percentage is shown in the Minimum Death Benefit Table which is attached to this policy.

The company will automatically make any changes in the Minimum Death Benefit Table that may be required by changes to the Internal Revenue Code. If this is done the following procedure will be used:

1. The company will notify the Owner of any change by mailing a new Minimum Death Benefit Table to the Owner.
2. The new Minimum Death Benefit Table will be mailed at least 30 days before the effective date shown on the table.
3. Any increase in the Insured's Death Benefit which is made because of this change will not be subject to evidence of insurability.
4. The Insured may elect not to accept the new Minimum Death Benefit Table. Such election must be made in writing and received in the Home Office prior to the effective date of the new table.

Change in Type of Coverage. The Owner, by written request, may change between Options 1 and 2 of the Death Benefit provision. Such change will be effective on the monthly Anniversary Day that falls on or next follows receipt of such request, subject to the following:

- (a) If the change is from Option 1 to Option 2, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change, less the cash value on the date of change.
- (b) If the change is from Option 2 to Option 1, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change plus the cash value on the date of the change.

Changes in Insurance Coverage. At any time after the first policy anniversary, insurance coverage may be increased or decreased by written request from the Owner to change the Insured's Specified Amount, subject to the following conditions:

1. Any decrease will become effective on the Monthly Anniversary Day that falls on or next follows receipt of the request. Any such decrease shall reduce insurance in the following order:
 - a. against insurance provided by the most recent increase;
 - b. against the next most recent increase successively; and
 - c. against insurance provided under the original application.
2. The Insured's Specified Amount in effect after any requested decrease must be at least \$50,000.
3. Any request for an increase, other than as a Future Purchase Option, must be applied for on a supplemental application. Such increase shall be subject to evidence

of insurability satisfactory to us. An increase shall also be subject to the sufficiency of the cash value to cover the total Cost of Insurance charge for the next month. Any increase will become effective on the next Monthly Anniversary Day after the approval.

Application for Additional Insurance. Additional insurance on the life of the Insured's spouse or child or other persons may be applied for by supplemental application. Approval of the additional insurance shall be subject to evidence of insurability satisfactory to us. Additional insurance shall also be subject to the sufficiency of the cash value to cover the Cost of Insurance charge for the next month. Such new insurance will be provided by rider and will become effective on the next Monthly Anniversary Day after approval.

Exchange: The Owner may, after 31 days written notice, exchange this policy without evidence of insurability for a new policy on any plan of insurance, except term insurance, issued by us at the time of exchange. This policy must be surrendered and the surrender charge deducted. The amount of insurance on the new policy may be for any amount up to, but not more than (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this policy.
- (b) is the cash value of the new policy on the date of exchange.
- (c) is the cash value of this policy prior to surrender.

All plans of insurance available for exchange are subject to plan requirements. Such new policy will be effective on the date of termination of this policy.

Future Purchase Option. The Owner may surrender this policy and apply the proceeds to purchase Single Premium Endowment at 95 insurance coverage on the Insured, under either Option A or Option B, subject to the following:

1. Under Option A, the Option Date is the policy anniversary following the Insured's 65th birthday. Written notice of election of Option A must be received by us at least 2 years prior to the Option Date.
2. Under Option B, the Option Date may be any date between the policy anniversary following the Insured's 55th birthday and the policy anniversary following the Insured's 65th birthday. Written notice of election of Option B must be received by us at least 30 days prior to the Option Date elected and must include proof that group life insurance coverage on the Insured has terminated or been reduced within 60 days prior to the Option Date elected.
3. The amount of Single Premium Endowment at 95 insurance that may be purchased without evidence of insurability shall be calculated as (a), plus (b), plus (c), less (d) where:
 - (a) is the lesser of:
 - (i) one-half of the Insured's Specified Amount; or

- (ii) \$50,000; or
 - (iii) under Option B, the amount of group life insurance coverage on the Insured within 60 days prior to the Option Date selected. This amount will be reduced by any amounts of such coverage continued by the exercise of any conversion rights under that group coverage.
- (b) is the current amount of the Insured's Death Benefit under the policy.
 - (c) is the amount applied as a Single Premium for the new policy.
 - (d) is the then current cash value of this policy.
4. A larger amount of Single Premium Endowment at 95 coverage will be issued only upon submission of evidence of insurability satisfactory to us.
 5. The date of issue of the new policy will be the Option Date; the new policy will take effect only if the Insured

is living on the Option Date.

6. The Single Premium for the new policy will be based on the single premium rates then in effect, as determined by us. The single premium rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates, based on the Insured's age last birthday on the date of issue of the new policy.
7. This Future Purchase Option will terminate on the earliest of the following dates:
 - (a) the date a new policy is issued under either Option A or Option B; or
 - (b) the policy anniversary following the Insured's 65th birthday, if the Owner has not exercised the Future Purchase Option; or
 - (c) the date the policy terminates; or
 - (d) the date the policy is continued under an optional method of settlement.

NONFORFEITURE PROVISIONS

Net Premium. A net premium is the premium paid, less the percentage of premium expense charge shown on the Policy Schedule.

Cash Value. On each Monthly Anniversary Day the Cash Value is equal to (a), plus (b), minus (c), plus (d), where:

- (a) is the cash value on the preceding Monthly Anniversary Day.
- (b) is all net premiums received since the preceding Monthly Anniversary Day.
- (c) is the cost of insurance for the month preceding the Monthly Anniversary Day.
- (d) is one month's interest on the result of item (a) less item (c).

On any day other than a Monthly Anniversary Day, the cash value shall be calculated as (e), plus (f), minus (g), where:

- (e) is the cash value as of the preceding Monthly Anniversary Day.
- (f) is all net premiums received since the preceding Monthly Anniversary Day.
- (g) is the monthly deduction for the month following the preceding Monthly Anniversary Day.

The Cash Value on the Policy Date shall be the Initial Net Premium.

Surrender Charge. Surrender charges are shown in the Table of Surrender Charges.

If we approve a requested increase in the Specified Amount, the Surrender Charges for that policy year and for each policy year thereafter will be changed. For each policy year thereafter, the new surrender charge will be equal

to (a) plus (b), where:

- (a) is the surrender charge shown in the Table of Surrender Charges;
- (b) is the surrender charge that would be applied to the increase in the Specified Amount if such increase were issued as a new policy on the effective date of the increase, for the insured's then attained age.

If the surrender charges are changed a new Table of Surrender Charges will be sent to the Owner.

There will be no surrender charge after the nineteenth policy year.

Surrender Value. The Surrender Value as of any date is equal to (a) minus (b) minus (c) plus (d), where:

- (a) is the cash value;
- (b) is any outstanding policy loan;
- (c) is the surrender charge;
- (d) is any unearned loan interest.

Interest Rate. The guaranteed interest rate applied in the calculation of the cash value is .32737 percent per month, compounded monthly. This is equal to 4 percent per year compounded yearly. Interest in excess of the guaranteed rate may be applied in the calculation of the cash value at such increased rates and in such manner as determined by us.

Cost of Insurance. The cost of insurance is determined on a monthly basis. It is the cost for this Policy plus the cost for any riders.

The cost of insurance for the Insured is calculated as (a) multiplied by the result of (b) minus (c), where:

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section;

method of computation of cash values and reserves under

- (a) is the cost of insurance rate as described in the Cost of Insurance Rates section;
- (b) is the Insured's Death Benefit at the beginning of the policy month divided by 1.0032737;
- (c) is the cash value at the beginning of the policy month.

If the cash value is included in the Specified Amount and there have been increases in the Death Benefit, then the cash value shall be first considered a part of the initial Specified Amount. If the cash value exceeds the Initial Specified Amount, it shall then be considered a part of additional Specified Amounts resulting from increases in the order of the increases.

Cost of Insurance Rates. The monthly cost of insurance rate is based on the sex, attained age, and rating class of the person insured. Attained age means age last birthday on the prior policy anniversary. Monthly cost of insurance rates will be determined by us from time to time based on our expectations as to future mortality experience. A change in the cost of insurance rates will apply to all persons of the same attained age, sex, and rating class and whose policies have been in effect for the same length of time. However, the cost of insurance rates will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates.

The guaranteed cost of insurance rates are based on the 1958 CSO Mortality Table, Age Last Birthday.

Insufficient Cash Value. If the cash value is not sufficient to cover the total Cost of Insurance charge for the next month, the policy shall terminate subject to the Grace Period section. Any deduction for the Cost of Insurance after termination of insurance shall not be considered a reinstatement of this policy or a waiver by us of the termination. Any such deduction shall be credited to the cash value as of the date of deduction.

Basis of Computations. Minimum cash values and reserves are based on the 1958 CSO Mortality Table, Age Last Birthday, with interest at 4 percent per year compounded yearly. Reserves are calculated using a modified preliminary term method, but are not less than CRVM reserves. Cash values are at least equal to those required on the Policy Date by the state in which this policy was delivered. Where required, a detailed statement of the

method of computation of cash values and reserves under this policy has been filed with the insurance department of the state in which this policy was delivered.

Continuation of Insurance. In the event Planned Periodic Premium payments are not continued, insurance coverage under this policy and any benefits provided by rider will be continued in force.

Such coverage shall be continued until the cash value is insufficient to cover the cost of insurance, as provided in the Grace Period section. This provision shall not continue the policy beyond the Maturity Date nor continue any rider beyond the date for its termination, as provided in the rider.

Surrender. This policy may be surrendered at any time during the lifetime of the Insured upon written request by the Owner to us. The amount payable on surrender of this policy shall be the surrender value. The surrender value will be paid in cash or under an elected Optional Method of Settlement.

If surrender is requested under this section within 30 days of a policy anniversary, the surrender value shall not be less than the cash value on that anniversary, less the surrender charge, and less any withdrawals or loans made on or after such anniversary.

If this policy is surrendered, coverage shall terminate as of the next Monthly Anniversary Day. We reserve the right to defer the payment of the surrender value for the period permitted by law, but not for more than six months.

Partial Surrender. A Partial Surrender of this policy may be made at any time after the first policy year and during the lifetime of the Insured, by written request of the Owner. Such Partial Surrender may be any amount not to exceed the current surrender value.

When a Partial Surrender is made, the amount of the Partial Surrender will be deducted from the cash value. The Insured's Death Benefit shall be reduced by the amount of the Partial Surrender. No Partial Surrender will be allowed if the resulting Insured's Specified Amount would be less than \$50,000. A fee of \$25.00 shall be deducted from each Partial Surrender amount. We reserve the right to defer a Partial Surrender for the period permitted by law, but not for more than six months.

LOAN PROVISIONS

Cash Loans. During the continuance of this policy, we will grant a loan against the policy provided: (a) a written loan agreement is executed; and (b) a satisfactory assignment of the policy to us is made. The policy will be the sole security for the loan. The amount of the loan with interest may not exceed the surrender value, as of the date of the policy loan. We reserve the right to defer a loan for the period permitted by law, but not for more than six months.

Loan Interest. Interest on any loan will be at the Policy Loan Rate shown in the Policy Schedule, payable annually in advance, except for any period for which we may charge interest at a lower Policy Loan Rate. We will give at least 30 days written notice to the Owner and to any assignee of record of any change in the Policy Loan Rate.

Interest not paid when due will be added to the loan and

bear interest at the same rate.

If at any time the total indebtedness against the policy, including interest, equals or exceeds the then cash value

less the surrender charge, the policy will become void, but not until 61 days after notice has been mailed to the last known address of the Insured, the Owner, and the assignee of record, if any.

OPTIONAL METHODS OF SETTLEMENT

Upon written request, we will apply all or part of the net proceeds that may be payable under the policy in accordance with any one of the options below. Such options will be available only with our consent if:

1. The proceeds to be settled under any option are \$2,500 or less;
2. Any installment or interest payment is \$25 or less; or
3. Any payee is a corporation, partnership, association, trustee or assignee.

Before the death of an insured person, the request shall be made by the Owner. If an Optional Method of Settlement is not in effect at the death of an insured person, the request may then be made by the Beneficiary. Option E is available only while the Insured is alive.

Option A: Annuity Certain. We will pay a definite number of equal installments. The first installment will be payable on the date proceeds are settled under the option. The amount of each installment will be determined from the Option A Table. The Option A Table is based on a guaranteed interest rate of 4 percent per year compounded yearly.

PAYMENT OPTION A

Guaranteed Minimum Monthly Payment for each \$1,000 of Proceeds Applied					
Years	Payment	Years	Payment	Years	Payment
1	\$84.68	11	\$8.88	21	\$5.33
2	42.96	12	8.26	22	5.16
3	29.06	13	7.73	23	5.00
4	22.12	14	7.28	24	4.85
5	17.95	15	6.89	25	4.72
6	15.18	16	6.54	26	4.60
7	13.20	17	6.24	27	4.49
8	11.71	18	5.98	28	4.38
9	10.56	19	5.74	29	4.28
10	9.64	20	5.53	30	4.19

Option B: Life Annuity with Certain Period. Payments will be made for the lifetime of the payee for an amount shown in the following table. The payee must be a natural person and the amount of each payment will depend on the age of the payee at the time the first payment is due. Payment will be subject to satisfactory proof of the payee's age and the company may require proof that the payee is alive at the time each payment is due.

Life Income only: Payments for the life time of the payee, no guaranteed period.

Life Income, Guaranteed Period: Payments are guaranteed for 10, or 20 years, as elected, and for life thereafter.

If more favorable lifetime payment options are in use by the company at the time proceeds are payable, the more favorable options will be available for this policy.

**PAYMENT OPTION B — LIFE INCOME PAYMENTS
MONTHLY PAYMENT FOR EACH \$1,000 OF PROCEEDS APPLIED**

AGES							
Payee's Age	Life Income Only	Life 10 Yr. Guar.	Life 20 Yr. Guar.	Payee's Age	Life Income Only	Life 10 Yr. Guar.	Life 20 Yr. Guar.
36	\$3.57	\$3.55	\$3.52	61	\$5.69	\$5.47	\$4.87
37	3.62	3.61	3.56	62	5.85	5.59	4.93
38	3.66	3.65	3.60	63	6.02	5.73	4.99
39	3.71	3.70	3.65	64	6.19	5.86	5.04
40	3.76	3.75	3.69	65	6.38	6.01	5.10
41	3.82	3.80	3.73	66	6.59	6.16	5.15
42	3.88	3.86	3.78	67	6.81	6.32	5.20
43	3.94	3.91	3.82	68	7.04	6.48	5.25
44	4.00	3.97	3.87	69	7.29	6.65	5.29
45	4.07	4.04	3.92	70	7.57	6.82	5.33
46	4.14	4.10	3.97	71	7.86	7.00	5.37
47	4.21	4.17	4.03	72	8.17	7.18	5.40
48	4.29	4.24	4.08	73	8.51	7.36	5.43
49	4.36	4.31	4.14	74	8.88	7.55	5.45
50	4.45	4.39	4.19	75	9.28	7.73	5.47
51	4.54	4.46	4.25	76	9.71	7.92	5.48
52	4.63	4.55	4.31	77	10.17	8.10	5.49
53	4.72	4.63	4.37	78	10.67	8.28	5.50
54	4.82	4.72	4.43	79	11.22	8.45	5.50
55	4.93	4.81	4.49	80	11.81	8.61	5.51
56	5.04	4.91	4.55	81	12.45	8.77	5.51
57	5.15	5.01	4.61	82	13.15	8.91	5.51
58	5.28	5.12	4.68	83	13.92	9.04	5.51
59	5.41	5.23	4.74	84	14.76	9.16	5.51
60	5.55	5.34	4.80	85*	15.69	9.26	5.51

* And Over

Option C: As a Deposit at Interest. We will retain the proceeds while the payee is alive and will pay interest yearly at a rate of not less than 4 percent per year.

Option D: Installments Until Proceeds are Exhausted. We will pay installments of specified amounts until the proceeds with any interest are exhausted. The first installment will be payable on the date proceeds are settled under the option. The installment amounts must be at least \$120 per year per \$1,000 of proceeds retained. Interest will be payable at a rate of not less than 4 percent per year compounded yearly.

Option E: Single Premium Endowment at 95. The Owner may surrender this policy at any time during the lifetime of the Insured and before the Insured's 95th birthday and apply the proceeds to purchase Single Premium Endowment at 95 insurance coverage on the Insured, subject to the following:

1. Written request for such coverage must be made to us.
2. The amount of Single Premium Endowment at 95

insurance that may be purchased without evidence of insurability shall be calculated as (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this policy.
 - (b) is the amount applied as a single premium for the new policy.
 - (c) is the then current cash value of this policy.
3. A larger amount of single Premium Endowment at 95 coverage will be issued only upon submission of evidence of insurability satisfactory to us.
 4. The date of issue of the new policy will be the date that the Insured's coverage under this policy terminates.
 5. The Single Premium for the new policy will be based on the single premium rates then in effect, as determined by us. The single premium rate will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates, based on the Insured's age last birthday on the date of issue of the new policy.

Additional Options. Any proceeds payable under the policy may also be settled under any other method of settlement offered by us at the time of the request.

Excess Interest. Excess interest as determined by us may be paid or credited from time to time in addition to the payments guaranteed under any Optional Method of Settlement.

Proof Payee is Alive. Prior to making any payment under an income option we shall have the right to require proof satisfactory to us that the payee is alive on the due date of each payment. In such case the payment shall not be due until we have received the proof required.

Proof of Age. Prior to making any payment under Option B, we shall require proof satisfactory to us of the payee's date of birth.

Death of Payee. On the death of the last payee, unless otherwise provided in the election or by subsequent beneficiary designation, we shall pay in one sum to such payee's estate any unpaid sum left with us under Options C or D, plus any unpaid interest. The commuted value of any remaining unpaid installments that are certain to be paid under Options A or B shall be paid in one sum to the payee's estate. The commuted value shall be on the basis of 4 percent per year compounded yearly.

CHECK APPROPRIATE Health Ins. AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA

1. Proposed Insured's Name and Address
DENNIS E. DAVIS
 (First Name Last Name)
 (Street) **MIDDLETOWN, Kentucky 40243 Jefferson**
 (City) (State) (Zip) (County)
 Proposed Insured's: **REDACTED** Phone **REDACTED**
 Social Security No. **REDACTED** Gross Earned Income (Mo-Yr) \$ **REDACTED**
 List sources and amounts of other Income. **NONE**

2. **REDACTED** How Long? **10 YRS.**
 (Name) **REDACTED**
 (Street) **Louisville Kentucky Jefferson**
 (City) (State) (Zip) (County)
 Mailing Address Home Business Other
 (List) _____
 Job Title **REDACTED** Occ. Class _____
 Duties **REDACTED**

3. Persons to be Insured Relationship Sex Age Birthdate Birthplace Height Weight
 Proposed Insured XXXXXXXXXX M **REDACTED** **REDACTED** **REDACTED** **REDACTED**
 Do you contemplate change of occupation or foreign travel? Yes No
 Marital Status **REDACTED**
 Are all children listed living at the same place of permanent residence as the Proposed Insured?
 Yes No — Explain _____

— INSURANCE COVERAGES APPLIED FOR —

4. Disability Income/Exec. Accident Form # Medical Expense
 Monthly Disability Benefit Benefit Period Elimination Period
 \$ _____
 Other Benefits _____

5. Life—Plan of Insurance **EXECUTIVE MASTERPLAN**
 Face Amount \$ **100,000** **NON-SMOKER** Waiver
 Initial Deposit \$ **77.75**
 Planned Contribution if U/L \$ **77.75** C.O.M. Basic Basic + C.V.
 Accidental Death \$ _____ GIO \$ _____
 Do Do Not desire the Automatic Premium Loan Provision
 Other Benefits Type Amount

6. Major Med., Hosp.-Medical-Surgical, or Hosp. Indemnity Form # Zone
 Daily Room/Board Maximum Benefit Deductible
 Other Benefits _____

8. Premiums are to be payable: Annual Semi-Annual
 Quarterly Monthly Check-Matic \$25 per month min.

9. Has any proposed insured received disability benefits or had an application for life or health insurance postponed, declined, rated up, canceled or modified? Yes No If yes, explain _____

9A. Have you or a family member ever been told that you could not donate blood. Yes No

10. Paid with this application for proposed: Life insurance \$ **77.75**; Health insurance \$ _____; Total \$ _____

11. Additional Instructions: **REDACTED**

12. Primary Beneficiary **REDACTED** Relationship **REDACTED**
 Primary Beneficiary Address **REDACTED**
 Contingent Beneficiary **REDACTED** Relationship _____
 Contingent Beneficiary Address **REDACTED**
 Insurance now in force or applied for on all proposed insureds (include employer or union plan and credit disability insurance.)

Life—Companies	Face Amt.	Disability—Companies	Mon. Benefit	Benefit Per.	Health—Companies	DRB	Maj. Med.	Surg.
REDACTED								

14. Is insurance applied for intended to replace or change other life, annuity or health insurance? YES NO
 If "YES", circle coverage above and give policy number and date coverage terminates _____ Mo. / Yr.

15. Owner of policy if other than insured (if insured is under age 15 the policy owner will be the person signing as owner) _____

17. A. Are you currently using drugs not proscribed by a physician or have you ever received treatment or counseling for alcoholism or drug addiction? A.
 B. Are you pregnant? B.
 C. Has your weight changed in the past year? If "yes" give amount. C.
 D. To the best of your knowledge and belief are you now free from disease and without deformity, loss or impairment of limb, sight, hearing or speech? D.
 18. A. Have you flown as a pilot, student pilot or crew member of any aircraft in the past 3 years? (If yes, submit Aviation Questionnaire) A.
 B. Have you engaged in or do you intend to engage in skin, scuba, or sky diving, hang gliding, vehicle or boat racing or mountain climbing? B.
 C. Are you now covered by Medicare, or other medical or disability insurance? C.
 19. In the past ten years have you ever had or been told you had:
 A. Epilepsy, nervous condition, severe headaches, paralysis, fainting, convulsions, or any disorder of the brain or nervous system? A.
 B. High blood pressure, dizziness, shortness of breath, pain or pressure in the chest, heart attack, heart murmur, or any disorder of the heart, blood or blood vessels, including varicose veins and phlebitis? B.
 C. Tuberculosis, asthma, bronchitis, emphysema or any disorder of the lungs, bronchial tubes, throat or respiratory systems? C.
 D. Ulcer, indigestion, colitis, hernia, bleeding, or any disorder of the esophagus, stomach, intestines, rectum, gall bladder, or liver? D.
 E. Sugar or albumin in the urine, infection, bleeding, or any disorder of the kidneys, urinary system, the prostate or reproductive organs? E.
 F. Diabetes, gout, or any disorder of the thyroid, breast, or other glands? F.
 G. Any disorder of the eyes, ears, skin, muscles, bones, or joints? G.
 H. Cancer, "AIDS", "AIDS" related complex or "AIDS" related conditions? H.
 I. Arthritis, rheumatism, or any disorder of the back or spine? I.
 20. During the past five years have you:
 A. Consulted, been examined or treated by any physician or practitioner? A.
 B. Had an X-ray, electrocardiogram or any laboratory test or study? B.
 C. Had observation or treatment at a clinic, hospital, or sanitarium? C.
 D. Had or been advised to have a surgical operation? D.
 E. Had any disease, condition or disorder not indicated above? E.
 F. Taken, or are you now taking any prescription drugs? F.
 G. Had your driver's license revoked, suspended or restricted? G.

Incu 20, except 17.D.

22.	Person	Name and Address of Personal Physician(s)	Reason Consulted	Date
	REDACTED	REDACTED		

I/WE REPRESENT THAT the answers and statements in this application are complete and true to the best of my/our knowledge and belief. I/WE AGREE THAT:

- A. The proposed insurance applied for will not become effective before any medical examination(s) required by the Company have been completed, and that any statement or answers given to a medical examiner shall along with the application become a part of any insurance policy issued.
 B. If the full first premium* has been paid for the insurance applied for, Life insurance will take effect only as provided in the Conditional Receipt given me/us by the Company's agent. Health insurance will take effect on the date approved by the Company.
 C. If the full first premium has not been paid for the insurance applied for, Life insurance will not take effect until: (1) the Company has approved the application; (2) the Company has issued the policy(ies); (3) the policy(ies) has (have) been delivered to me/us; and (4) The full first premium has been paid during my/our lifetime and while my/our health remains as indicated in the application. When such approval, issue, delivery and payment have occurred, the insurance will take effect on the later of the date of issue stated in the policy(ies) or the date of the full first premium payment.
 D. No agent has the authority to change or waive any of the terms of this application, the Conditional Receipt, or the policy(ies) applied for.
 E. If family coverage is applied for and coverage cannot be issued to the proposed insured, a policy, if issued, will be issued with the proposed insured's spouse as the principal insured.

* The "full first premium" is the correct premium for the premium payment mode selected, for the plan and amount of insurance applied for.

AUTHORIZATION: I/WE authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of me or any family members to be covered, or of our health, to give to American States Life Insurance Company or its reinsurers any such information. A photographic copy of this authorization shall be as valid as the original.

Application dated at Louisville, Kentucky on August 24, 1987
City State Date

AGENT'S CERTIFICATION
 Do you have any knowledge or reason to believe that replacement or duplication of existing insurance may be involved? YES NO
 I certify that I have read the questions to the applicant(s) and have truly and accurately recorded herein the information supplied by them.

Jim Davell
 LICENSED RESIDENT AGENT

16-87902-3
 (Agent Number)

X J. Dennis E. Davis
 Signature Proposed Insured (Payor or guardian if Proposed Insured Under Age 15)

X
 Signature Applicant (OWNER, if Other than Proposed Insured - Social Security No.)

X
 Signature of Other Proposed Insured or Spouse (if to be insured under policy)

AMERICAN STATES LIFE INSURANCE COMPANY

P.O. Box 7065
Indianapolis, Indiana 46207

Part Two Application to

Every question must be asked by the Medical Examiner and the answers recorded in ink in the Examiner's own handwriting. Please print names and addresses. The proposed insured must sign in the Examiner's presence. Examinations must be made in private.

1. Full name? <i>Dennis E. Druks</i>	6. Family Record	LIVING		DEAD	
		Age	State of Health	Age at Death	Cause of Death
2. Date of Birth? REDACTED	Father				REDACTED
3. For how much insurance are you applying? <i>100,000</i>	Mother				REDACTED
4. Have you lost 10 or more pounds during past 12 months? If "yes," give amount and cause of weight loss and number of months at present weight. <i>No</i>	Brothers and Sisters				REDACTED
	Number Living	REDACTED			REDACTED
	Number Dead				
5. When did you last consult a physician or practitioner? Name <i>D. A. [REDACTED]</i> Address <i>[REDACTED]</i> Did symptoms, disease or injury cause the consultation? If "yes," give complete details. <i>No</i> If "no," give reason for, and results of, consultation.	7. Have you ever been refused any form of Life or Health insurance or reinstatement or renewal thereof or been offered a modified policy or one with an extra premium? (If "yes," give details.) <i>No</i>				
	8. Have you ever received compensation for sickness or injury or been deferred or discharged from military service for physical reasons? (If "yes," give details.) REDACTED				

Give complete information regarding affirmative answers to questions 9 through 17 under "Details" below. Specify conditions, severity, date, duration, frequency of attacks, aftereffects, and name and address of each doctor and of each hospital.

9. Have you ever been treated for alcoholism or any drug habit?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	DETAILS [REDACTED]
10. In the past 5 years have you: a. used alcoholic beverages to excess or intoxication? b. used barbiturates, sedatives or tranquilizers habitually, or used morphine or any narcotic drug?	[REDACTED]		
11. Have you ever been in a hospital, clinic, sanatorium or institution, for observation, diagnosis, operation or treatment?	[REDACTED]		
12. Have you ever had an X-ray, electrocardiogram, blood studies, or other diagnostic tests?	[REDACTED]		
13. To the best of your knowledge and belief have you ever had or been told that you had: a. dizziness, fainting spells, epilepsy, loss of consciousness, nervous breakdown, mental illness, severe headaches, stroke, or any disease or disorder of the brain or nervous system? b. asthma, hay fever, chronic cough, pleurisy, spitting of blood, tuberculosis, or any disease or disorder of the lungs or respiratory system? c. rheumatic fever, high blood pressure, angina pectoris, chest pain or discomfort, shortness of breath, heart murmur, swelling of legs or ankles, or any disease or disorder of the heart or blood vessels? d. stomach or duodenal ulcer, any disease or disorder of the stomach, intestines or bowel, rectum, appendix, liver, gall bladder, pancreas or spleen? e. nephritis, kidney stone, or any disease of the kidneys, bladder or prostate? f. anemia, arthritis, rheumatism, or any disease or disorder of the blood, glands, back, spine, bones, joints, muscles, skin or genital organs? g. gout, diabetes, or sugar, albumin or blood in the urine? h. goiter, cancer, or a tumor or ulcer of any kind, or syphilis? i. varicose veins, varicose ulcers, phlebitis, or a hernia of any kind? j. any disease or disorder of the eyes, ears, nose or throat?	[REDACTED]		
14. In the past 5 years have you consulted or been treated or examined by any physician or practitioner (a) not named above? or (b) for any cause not recorded above?	[REDACTED]		
15. Have you now any abnormality, deformity, disease or disorder?	[REDACTED]		
16. Are you receiving treatment or taking medication of any kind?	[REDACTED]		
17. Additional questions for women. a. have you ever had or been told that you had any tumor or disease of the breast or other female organs, menstrual irregularity or complications of pregnancy? b. was your last pregnancy normal? c. are you now pregnant? <i>X</i> If "yes," how long?	[REDACTED]		
	d. number of children?	e. age of youngest?	

I hereby agree that the above questions and answers shall form a part of my pending application for insurance, and also of any subsequent application by me for insurance in this Company, unless I then undergo another medical examination which by its terms is made a part of such application and of subsequent applications.

Witness *[Signature]* Dated this *17* day of *April* 19 *21*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Dennis E. Davis, individually and on behalf of all others similarly situated

DEFENDANTS
Symetra Life Insurance Company, an Iowa corporation

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Kim D. Stephens, Tousley Brain Stephens PLLC
1700 7th Ave., Suite 2200, Seattle, WA 98101
(206) 682-5600

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)
Brief description of cause:
Breach of contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 04/20/2021 SIGNATURE OF ATTORNEY OF RECORD s/Kim D. Stephens

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

DENNIS E. DAVIS, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Symetra Life Insurance Company
c/o National Registered Agents, Inc., its Registered Agent
400 E. Court Avenue
Des Moines, IA 50309

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Symetra Deducted Unlawful Amounts from Life Insurance Policies' Cash Values, Class Action Alleges](#)
