

CASE: CJ-2012-4, Washita County

Philis Mason, Individually and as Personal Representative of the Estate of
Walter Scott Mason, III, *Plaintiff*

v.

Farm Bureau Life Insurance Company, *Defendant*

JUDGE: Doug Haught

ATTORNEYS: *For the Plaintiff:*

David B. Donchin and Andrew Gunn
Durbin Larimore & Bialick
Oklahoma City, OK

For the Defendant:

Brad L. Roberson and Gerald Pignato
Pignato, Cooper, Kolker & Roberson
Oklahoma City, OK

ISSUES: *Breach of Contract (Insurance); Bad Faith (Insurance)*

SUMMARY: Plaintiff alleged that her decedent had purchased an additional life insurance policy in the amount of \$500,000.00 which had been approved by the Defendant. Plaintiff claimed that the application was made in June, 2008, and on July 24, 2008, the decedent passed away. Plaintiff claimed that the Defendant unlawfully withheld benefits after it had approved the application and therefore breached the insurance contract.

Defendant acknowledged that the decedent had applied for his third life insurance policy with them and acknowledged the time of death. However, Defendant claimed that the application clearly stated that the application was not a contract but a proposal and a condition precedent to making of the contract was that the Defendant approve the application. Defendant also claimed that there was 60 day window within the contract and that the death occurred within that window. Defendant claimed that any approval which occurred after the death of the Plaintiff was not binding upon the company. The Defendant further claimed that it made proper payment under the other policies it held and also made payment of the \$150,000.00 under the temporary life insurance agreement which had been submitted with a relevant application and denied that it breached the non-existent contract or did so in bad faith.

VERDICT: *Jury Trial*

The Jury (12-0) found in Favor of the Defendant and Against the Plaintiff.

The issues of attorney's fees and costs were reserved.