

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

ROSS C. HART, CONSERVATOR)	
JEWELL E. WOOLRIDGE,)	Civil Action No. 7:14CV00400
)	
Plaintiff,)	
v.)	<u>MEMORANDUM OPINION</u>
)	
UNITED OF OMAHA LIFE)	
INSURANCE COMPANY,)	By: Hon. Glen E. Conrad
)	Chief United States District Judge
Defendant.)	

This matter is before the court on defendant's Motion to Dismiss. A hearing on the motion was conducted earlier today.

Stated succinctly, plaintiff Ross C. Hart, Esq., as conservator for Jewell E. Woolridge, filed this action against United of Omaha Life Insurance Company seeking to cause United of Omaha to terminate two annuity policies which were purchased by Woolridge's daughter, and in which Woolridge is listed as the owner, with herself and her daughter as the joint annuitants. It is undisputed that the annuity policies specifically provide a specified benefit for the life of the annuity contract, and are not subject to termination prior to the end of the specified contract period. Based upon the court's review of the annuity contracts, and inasmuch as it is essentially undisputed, the court concludes that the annuities have no cash value and are not subject to termination.

Defendant's motion to dismiss is well taken. The terms of the annuity policies were clearly stated on the face of the contracts. Furthermore, both policies contained a twenty day "free look" provision. It is well established that, under Virginia Law, an applicant for an annuity is charged with notice of the statements contained in the underlying contract. General Ins. Co. of Roanoke, Inc. v. Page, 250 Va. 409 (1995).

Accordingly, this action must be dismissed. An appropriate order will be entered this day. The Clerk is hereby directed to send a certified copy of this order to all counsel of record.

ENTER this 30th day of September, 2014.

/s/ Glen E. Conrad
CHIEF UNITED STATES DISTRICT JUDGE

