

Pending and Recently Resolved COI Class Actions¹
(as of April 13, 2021)

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
12-22-15	<i>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</i> , 1:15-cv-09924 (S.D.N.Y.)	No – Claims from issuance forward, including for failure to decrease COI rates, for all policies with the same operative language	“We will determine the Applied Monthly Rates to be used for this policy. They will not exceed the applicable Maximum Monthly Rates shown in the applicable Table of Rates in Section 2. The Applied Monthly Rates will be based on our expectations of future mortality experience. They will be reviewed at least once every 5 Policy Years. Any change in Applied Monthly Rates will be made on a uniform basis for Insured of the same sex, Issue Age, and Premium Class, including tobacco user status, and whose policies have been in force for the same length of time.”	Settled: \$91.25mm, including \$29.6 in attorneys’ fees and expenses. The settlement class includes 79,034 policies, for a total settlement amount (incl. attorneys’ fees) of \$1,154.57/policy. MTD: Not filed. Class Cert: Settled after plaintiff moved for class cert but before defendant responded.
02-22-16	<i>Gordon Feller et al v. Transamerica Life Insurance Company</i> , Case No. 2:16-cv-01378 (C.D. Cal.)	Yes – Monthly Deduction Rate (MDR) increase imposed by Transamerica beginning August 1, 2015	[Multiple class policies; most defendant-friendly language quoted below] “ Monthly Deduction Rates – We will determine the monthly deduction rate for each policy year at the beginning of that year. We will use the Insured’s age as of that policy year.	Settled: \$195mm common fund (of which plaintiffs can seek 25% in fees); \$10mm payment directly to plaintiffs’ counsel.

¹ This chart lists only the first-filed class action in cases that have already been consolidated or that are in the process of being consolidated or otherwise coordinated.

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			<p>A Table of Authorized Guaranteed Monthly Deduction Rates is in the policy data. We may use rates lower than these annualized guaranteed monthly deduction rates. We will never use higher rates.”</p>	<p>After accounting for opt-outs, the common fund was reduced on a pro-rata basis to \$110,668,433.32, before any attorneys’ fees or expenses were taken out. This covers “more than 69,000” policyholders. <i>See</i> 02-06-2019 Final Approval Order.</p> <p>The total value/policy (incl. the additional \$10 million in attorneys’ fees) is approximately \$1,748.82/policy.</p> <p>MTD Denied: 11/08/2016</p> <p>Class Cert Granted (In-Force Only): December 11, 2017</p> <p>Class Cert Stayed Due to Settlement (Terminated Policies): July 5, 2018.</p>

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				<p>Final Approval Order: 2/06/2019</p> <p>Final Judgment: 2/06/2019</p>
01-09-16	<p><i>Dickman et al v Banner Life Insurance Company et al,</i> 1:16-cv-00192 (D. Md.)</p>	<p>Yes – October 2015 COI increase.</p>	<p>“The monthly cost of insurance rate is based on your attained age, sex, and rating classification. . . .</p> <p>The cost of insurance rates are based on our expectations as to future experience. However, the cost of insurance rates for your rating classification will not be greater than the guaranteed maximum rates shown in the policy schedule. . . .</p> <p>We may use lower monthly cost of insurance rates than those shown in the policy schedule at our option. Any change in the cost of insurance rates will apply to all persons of the same class. Such changes are determined and redetermined prospectively. We will not recoup any prior losses not [<i>sic</i>] distribute past gains by means of such changes in cost of insurance rates.”</p>	<p>Settled: \$40,749,525 in total value, covering 12,113 policy owners. This value includes a \$22.5 million common settlement fund, which will be reduced proportionally by the size of opt-outs. The settlement also includes non-cash benefits valued at \$18,249,525, which includes (among other things) an agreement that the defendants can keep their rate increases, but they cannot increase COI rates again for five years unless ordered to do so by a state regulatory board. Plaintiffs seek an amount in attorneys’ fees “no greater than \$10,000,000.”</p>

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				<p>The total settlement “value” per policy covered (incl. attorneys’ fees) is \$3,364.12/policy.</p> <p>MTD: Granted in part and denied in part 12-21-16 (dismissing unjust enrichment claim, conversion claim, and some entities—contract and fraud claims survived).</p> <p>Class Cert: Fully briefed before settlement.</p> <p>MSJ: Fully briefed before settlement.</p> <p>Preliminary Approval Order: 10-17-2019</p>
02-01-16	<i>Brach Family Foundation, Inc. v. AXA Equitable Life Insurance Company, Case</i>	Yes – October 2015 COI increase.	“We will determine cost of insurance rates from time to time. Any change in the cost of insurance rates we use will be as described in the ‘Changes in Policy Cost Factors’ provision. They will never be more than those shown in the Table of Maximum Monthly	Status: Summary judgment has been briefed, and the parties are litigating motions to exclude experts. The American Council of

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	No. 1:16-cv-00740 (S.D.N.Y.)		<p>Cost of Insurance Rates Per \$100 of Net Amount at Risk for the Base Policy on Page 4-Continued. . . .</p> <p>Changes in Policy Cost Factors. Changes in policy cost factors (interest rates we credit, cost of insurance deductions and expense charges) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, and lapses. Any change in policy cost factors will never result in an interest crediting rate that is lower than the guaranteed in the policy, or policy charges that exceed the maximum policy charges guaranteed in the policy. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.”</p>	<p>Life Insurers has also filed an <i>amicus</i> brief supporting summary judgment. Class cert.</p> <p>MTD: Denied re: Contract Claim 12-19-16 (later denied MTDs address state-specific claims).</p> <p>Class Cert: Granted 08-13-2020.</p> <p>Class Cert Order: On 08-18-2020, the Court certified separate nationwide classes for “Policy-Based Claims” and “Illustration-Based Claims.” The only part of plaintiff’s class certification motion that was denied was the plaintiff’s attempt to allege various California law subclasses.</p>
04-28-16	<i>Taylor v. Midland National Life Insurance Company</i> , Case	No – Claims from issuance forward	Risk Rates. Risk Rates are based on the Attained Age, sex, and Premium Class of the Insured. Risk Rates are declared by Us based on Our expectations of future mortality experience. If We change Risk Rates, the	Resolved: Plaintiff’s class cert motion and motion for reconsideration were denied, and the parties

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	No. 4:16-cv-00140-SMR-HCA (S.D. Iowa)		change will be made based on sex, Attained Age and Premium Class. The Risk Rates for an Insured in a Premium Class other than Special or Modified will never be more than those shown in the Table of Guaranteed Risk Rates.	<p>notified the court on 11-25-19 that a settlement had been reached.</p> <p>MTD: Denied on 07-29-16</p> <p>Class Cert: Denied on 05-03-19. Motion for leave to file second class cert motion denied on 09-27-19.</p> <p>Individual Settlement: The parties filed a Notice of Settlement and Stipulation of Dismissal with respect to the named plaintiff's claims only.</p>
04-29-16	<i>Larson et al. v. John Hancock Life Insurance Company (U.S.A.)</i> , Case No. RG16813803 (Ca. Sup. Ct., Alameda Co.)	No – Claims from issuance forward	“We will determine the Applied Monthly Rates to be used for this policy. They will not exceed the Maximum Monthly Rates shown in the applicable Table of Rates in Section 2. The Applied Monthly Rates will be based on our expectations of future mortality experience. They will be reviewed at least once every 5 policy years. Any change in Applied Monthly Rates will be made on a uniform basis for insureds of the same sex, Issue Age, and premium class, including	<p>Settled: \$59.75mm, including \$18.37mm in fees and expenses (30% fees).</p> <p>There were more than 90,000 members in this settlement class, for an approximate value of \$633.89/policy.</p>

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			smoker status, and whose policies have been in force for the same length of time.”	Class Cert: Granted 02-23-17
05-27-16	<i>Glover v. Connecticut General Life Insurance Company et al</i> , Case No. 3:16-cv-00827 (D. Conn.)	No – Claims from issuance forward	<p>“Definitions . . . Cost of Insurance. The amount charged by the Company to provide for the death benefit coverage under the policy. . . .</p> <p>Cost of Insurance Rates. Monthly cost of insurance rates will be determined by the Company, based on its expectations as to future mortality experience. Any change in cost of insurance rates will apply to all individuals of the same class as the Insured. In determining the monthly cost of insurance, the Company will add the amount of the Flat Extra Monthly Insurance Cost, if any, shown in the Policy Specifications. If the person insured is in a rated premium class, the monthly cost of insurance rates for a standard (non-rated) risk will be multiplied by the Risk Factor, if any, shown in the Policy Specifications. Under no circumstances will the cost of insurance rates ever be greater than those specified in the ‘Table of Guaranteed Maximum Life Insurance Rates.’”</p>	<p>Status: MTD granted. Motion to file amended complaint pending (under seal)</p> <p>MTD: Orally granted based on <i>Norem</i> after the Court determined that Illinois law applied. A written decision has not yet been filed (as of 05-20-2020). Plaintiffs moved to file an amended complaint. That motion is fully briefed and has been pending since 5-29-19, but all of the briefing is under seal. The defendants have recently filed a public notice of supplemental authority stating that the plaintiff’s motion is “materially the same” as the plaintiff’s motion in <i>Maxon</i>, which the court denied.</p>

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06-16-16	<i>Vogt v. State Farm Life Insurance Company</i> , Case No. 2:16-cv-04170 (W.D. Mo.)	No – Claims from issuance forward	<p>“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”</p>	<p>Status: Currently on a cert petition to the Supreme court, after the Eighth Circuit Court of Appeals affirmed a \$34.3mm jury verdict. The cert petition has been fully brief, and State Farm has filed a supplemental brief.</p> <p>MTD: Denied 02-03-17</p> <p>Defendant’s MSJ: Denied 04-10-18</p> <p>Class Cert: Granted 04-24-18 (Missouri only; plaintiff did not seek national cert)</p> <p>Plaintiff’s Oral MSJ: Granted re: liability 06-02-18.</p>
08-11-16	<i>Hanks v. Lincoln Life & Annuity Company of New York et al</i> , Case No	Yes – May 2016 increase	<p>“The Monthly Cost of Insurance is based on the Insured’s sex, attained age and premium class. . . .</p> <p>The monthly Cost of Insurance rates may be adjusted by Aetna from time to time. Adjustments will be on a class basis and will</p>	<p>Status: This case is gearing up for trial, with a final pretrial conference set for May 2021. The court previously certified a class, denied the</p>

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	1:16-cv-06399 (S.D.N.Y.)		be based on Aetna’s estimates for future cost factors, such as mortality, investment income, expenses and the length of time policies stay in force. Any adjustment will be made on a uniform basis. However, the rate during any policy year may never exceed the rate shown for that year in the Table of Guaranteed Maximum Insurance Rates in this policy.”	<p>plaintiff’s MSJ, and denied the defendant’s MSJ in part.</p> <p>Class Cert: Granted 03-03-19</p> <p>MSJs: Filed by defendants 9-12-19; cross-motion filed by plaintiff 11-6-19. Opposition to cross-motion filed on 12-18-2019. Plaintiff’s reply to MSJ filed on 1-17-2020.</p>
09-07-16	<i>Kalodner v. Genworth Life And Annuity Insurance Company</i> , Case No. 2:16-cv-04817 (E.D. Pa.) ²	No – Claims from issuance forward	<p>“COST OF INSURANCE RATE. The rates for this plan are determined by the Company based on its expectations of future:</p> <ul style="list-style-type: none"> • mortality; • interest; • expenses; and • persistency. <p>A change in rate will be due to a change in the Company’s expectation in one of more of these factors. The Company’s past experience will not be a factor in such change. Any</p>	<p>Settled: Undisclosed.</p> <p>MTD: Granted 06-26-17 in part (re: claims based on alleged obligation to lower rates as expectations of future mortality improved and good faith and fair dealing claims); denied in part (re: consideration of factors not</p>

² *Kalodner* is not a class action; it is an individual action by an attorney acting *pro se*. It is included on this list only because the court entered a substantive MTD decision that is not reflected by a corresponding decision in a class action (*i.e.*, the individual action here is not a follow-on like the direct claims consolidated with the class actions in *Feller*, *Brach Family Foundation*, or *In re: Lincoln COI Litigation*).

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			<p>change in rate will apply to all insureds with the same:</p> <ul style="list-style-type: none"> • issue age; • sex; • number of years of insurance in force; • net amount at risk; and/or • premium class. . . . <p>The guaranteed maximum monthly mortality rates applicable to this Policy are shown in the Schedule.”</p>	specifically listed in the “based on” list)
12-23-16	<i>In Re: Lincoln National COI Litigation</i> , Case No. 2:16-cv-06605 (E.D. Pa.)	Yes – September 2016 increase.	<p>“Cost of Insurance Rates. The monthly cost of insurance rates are determined by Us. Rates will be based on Our expectation of future mortality, interest, expenses, and lapses. Any change in the monthly cost of insurance rates used will be on a uniform basis for Insureds of the same rate class. Rates will never be larger than the maximum rates shown on page 11. The maximum rates are based on the mortality table shown on page 4.”</p>	<p>Status: Class cert briefing ongoing.</p> <p>MTD: Denied 09-11-17</p> <p>Class Cert: Motion filed 06-25-19. Opp. not due until 04-22-20. However, it appears that no opposition has yet been filed.</p>
08-29-17	<i>Maxon v. Sentry Life Insurance Company</i> , Case No. 3:18-cv-00254 (W.D. Wis.) <i>transferred</i>	No – Claims from issuance forward.	<p>“Mortality Charge – The monthly mortality charge is based on our current Mortality Rates and the Mortality Class Factors for your policy. (These two parts to the mortality charge are described below). A detailed statement of the formulas used to calculate the monthly mortality charge has been filed with</p>	<p>Resolved: Defendant’s motion for judgment on the pleadings granted based on <i>Norem</i>. Plaintiff’s motion for reconsideration denied. Class cert moot. Both a Class Cert motion and a</p>

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	<p>from Case No. 17-cv-1569 (M.D. Fla.)</p>		<p>the Insurance Department of the State where this policy is delivered.</p> <p>1) Mortality Rates – The current mortality rates for the policy are based on the <i>insured’s</i> attained age, sex, and mortality class. We will determine the current mortality rates based on our expectations as to future mortality experience. Any change in mortality rates will apply to all <i>insureds</i> of the same mortality class. In no case will mortality rates for an <i>insured</i> in a standard mortality class ever be greater than those shown in the Table of Guaranteed Maximum Mortality Rates in this policy. Such guaranteed rates are based on the 1958 Commissioners Standard Ordinary Mortality Table, Age Last Birthday. The guaranteed rates for <i>insureds</i> classified as substandard are based on percentage multiples of the 1958 Commissioners Standard Ordinary Mortality Table, Age Last Birthday.</p> <p>2) Mortality Class Factors – The mortality class(es) shown on the Policy Specifications Page, and on any Policy Amendments, are the result of our underwriting your insurability. The Factors shown with each mortality class are used to determine the mortality charge.”</p>	<p>Motion for Judgment on the Pleadings, based on <i>Norem</i>, are fully briefed.</p> <p>MTN for Judgment on the Pleadings: Decided 9-19-19; reconsideration denied 11-27-19</p> <p>Class Cert: Fully briefed beginning 12-17-18.</p> <p>Appeal: Plaintiff had filed an appeal in this case but dismissed the appeal with prejudice on 4-15-2020. This matter has therefore been fully resolved, and the 7th Circuit is not being asked to reconsider <i>Norem</i>.</p>
09-29-17	<p><i>Spegele v. USAA Life Insurance Company</i>, Case</p>	<p>No – Claims from issuance forward</p>	<p>“The cost of insurance rates for each Specified Amount are based on the Insured’s age, sex, and rate class. Current cost of insurance rates are based on our expectations</p>	<p>Status: Settled for \$90 million to resolve the claims of approximately 39,000 policyholders</p>

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	No. 5:17-cv-967 (W.D. Tx.)		as to future mortality experience. Any changes to cost of insurance rates will apply to all persons of the same age, sex and rate class. USAA LIFE guarantees that the cost of insurance rates will never be greater than those shown in the Table of Monthly Guaranteed Cost of Insurance Rates found in the Policy Schedule page.”	<p>nationwide with policies in force on or after March 1, 1999 for Universal Life 1 and Universal Life 2; as well as approximately 83,000 Universal Life 3 and Universal Life 4 policies in force on or after March 1, 1999. <i>See</i> Settlement Agreement at 1.31 and 1.32. This is approximately \$737.70 per policy.</p> <p>Pre-Settlement Posture: On 10-29-2020, the Fifth Circuit Court of Appeals granted interlocutory review of the trial court’s 9-23-2020 class certification order, in which the Court certified a nationwide class defined as: “All persons who own or owned a Universal Life 3 and/or a Universal Life 4 life insurance policy administered by USAA Life Insurance</p>

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				<p>Company, or its predecessors in interest, there was active as of March 1999.”</p> <p>Class Cert: The Court certified a class on all counts, applying Texas law to a nationwide class, and rejected all of the defendants’ challenges to the plaintiff’s expert Scott Witt.</p> <p>Class cert filed December 24, 2019. Opposition filed on 2-24-2019. Reply filed on 4-13-2020.</p> <p>Interlocutory Appeal: Accepted by the Fifth Circuit 10-29-2020.</p>
12-05-17	<i>Davis v. State Farm Life Insurance Company</i> , Case No. 2:17-cv-08773 (C.D. Cal.)	No – Claims from issuance forward	“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. . . . We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost	Settled: Named plaintiff-only settlement, with prejudice. Terms not disclosed.

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			of insurance rates. Such adjustments cannot be made more than once a calendar year.”	No substantive orders were entered in this case.
02-13-18	<i>Fan et al v. Phoenix Life Insurance Company et al</i> , Case No. 1:18-cv-01288 (S.D.N.Y.)	Yes – January 1, 2017 increase.	<p>“Cost of Insurance Charge</p> <p>The rates for the Cost of Insurance Charge as of the Policy Date are based on the sex, if applicable, Age, Risk Classification, Basic Face Amount, Supplemental Face Amount, Net Amount at Risk, and duration that the coverage has been in force for the Insured.</p> <p>The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk, and such rates will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. . . .</p> <p>We review our Cost of Insurance rates periodically, and may re-determine Cost of Insurance rates at such time on a basis that does not discriminate unfairly within any class of insureds. Any change in rates will be determined prospectively. We will not</p>	<p>Status: Susman Godfrey appointed interim class counsel on 05-29-19. No substantive activity on docket since then.</p> <p>MTD: Denied 03-12-2019 (personal jurisdiction)</p>

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03-27-18	<i>Barnes v. Security Life of Denver Insurance Company</i> , Case No. 1:18-cv-00718 (D. Co.)	No – Claims from issuance forward	<p>distribute past gains or recoup prior losses, if any, by changing the rates.”</p> <p>“Cost of Insurance Rate. The cost of insurance rate is based on the sex, attained age, and rate classification of the Insured. Attained age means age on the prior policy anniversary. The monthly guaranteed cost of insurance rates shown on page 3 are based on the Commissioners 1958 Standard Ordinary Mortality Table, Age Last Birthday.</p> <p>Monthly cost of insurance rates will be determined by the Company based on its expectations as to future mortality experience. However, the cost of insurance rates will not be greater than those shown on page 3.”</p>	<p>Status: This case was reopened on 05-05-2020 following a long stay related to the trial court’s 11-21-18 denial of a motion to intervene by Jackson National.</p> <p>Appeal: 10th Cir. order reversing denial of intervention motion on 12-23-2019.</p>
04-13-18	<i>Iwanski v. First Penn Pacific Life Insurance Company</i> , Case No. 2:18-cv-01573	No – Claims from issuance forward	<p>“Cost of Insurance Rate. The monthly cost of insurance rate is based on the Insured’s sex, attained age and premium rate class. . . .</p> <p>The guaranteed monthly cost of insurance rate is shown in the Table of Guaranteed Maximum Cost of Insurance Rates.</p>	<p>Status: Discovery. This case is being coordinated to some extent with <i>TVPX v. v. Lincoln National</i>, which involves the same attorneys and judge.</p>

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			Monthly cost of insurance rates will be determined by us based on our expectations as to future mortality experience. We can change the rates from time to time but they will never be more than those rates shown in the Table of Guaranteed Maximum Cost of Insurance Rates. Any change will be made on a uniform basis for Insureds of the same sex, insuring age and premium rate class.”	
04-18-18	<i>Advance Trust & Life Escrow Services, LTA v. PHL Variable Life Insurance Company</i> , Case No. 18-cv-03444 (S.D.N.Y.)	Yes – August 1, 2017 increase.	[Multiple policies—none attached to the Amended Complaint (limited excerpts at paras 20 & 21)]	Status: Discovery. MTD: Denied 03-12-2019 (personal jurisdiction)
06-05-2018	<i>Leonard et al v. John Hancock USA</i> , Case No. 1:18-cv-04994 (S.D.N.Y.)	Yes – Rate increased announced beginning in 2018.	[Multiple policies none attached to the Complaint (plaintiffs purport to include full contract provisions)] One quoted policy (para. 25): “The Applied Monthly Rates are the actual rates used to calculate the Cost of Insurance Charge. We will determine the Applied Monthly Rates to be used for this policy. The Applied Monthly Rates will be based on our expectations of future investment earnings, persistency, mortality, expense and	Status: Discovery following appointment of Susman Godfrey as interim class counsel. MTD: None filed. No substantive orders have been issued. First Amended Complaint: filed 03-06-2020.

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			<p>reinsurance costs and future tax, reserve and capital requirements and . . . will never be greater than the Maximum Monthly Rates shown in Section 2 divided by 1,000. . . . They will be reviewed at least once every 5 Policy Years. Any change in Applied Monthly Rates . . . will be made on a uniform basis for insureds of the same sex, Issue Age, and premium class, including smoker status, and whose policies have been in force the same length of time.”</p> <p>Second quoted policy (para 25):</p> <p>“The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount of Risk, including any Additional Ratings and any Supplementary Benefit riders which are part of the policy. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk, and will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable</p>	

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			insurance coverage for which we are at risk... We review our Cost of Insurance rates from time to time, and may re-determine Cost of Insurance rates at that time on a basis that does not discriminate unfairly within any class of lives insured.”	
06-11-18	<i>Couch v. Wilco Life Insurance Company</i> , a corporation f/k/a <i>Conseco Life Insurance Company</i> , Case No. 18-cv-1774 (S.D. Ind.)	No – Claims from issuance forward (this is somewhat unclear, but the allegations appear to be based on the regular, annual COI increases on the policy rather than a specific, announced change in the rate scale)	“ Cost of Insurance Rate. . . . The COST OF INSURANCE RATE is the amount charged monthly per \$1,000 of Net Amount at Risk. We guarantee a maximum Cost of Insurance Rate for each Sex, Attained Age, and Risk Class Rating. . . . Any change in the monthly Cost of Insurance Rate will be applied on a uniform basis for Insureds of the same Age at Issue, Sex, Risk Class Rating, Duration and Specified Amount.”	Status: Closed following grant of MTD. MTD: Granted 5-2-19; note that this ruling was due to the lack of any “based on” language: “[Plaintiff] does not allege that the COI he was charged ever exceeded the rates in the Table, nor does he allege that any change in COI was not applied on a uniform basis. Instead, Mr. Couch argues that the Policy promises a third thing: that Wilco would determine the COI based on the policyholder’s age, sex, and Risk Class Rating – all factors that are tied to an insured’s

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				mortality. But the Policy does not make such a promise. The COI provision does not include the ‘based on’ language that Mr. Couch reads into it.”
06-18-18	<i>Thompson v. Transamerica Life Insurance Company</i> , Case No. 2:18-cv-05422 (C.D. Cal.)	Yes – Rate increase implemented beginning in 2017	<p>“Monthly Deduction Rates – We will determine the monthly deduction rate for each policy month at the beginning of that policy month. The monthly deduction rate will depend on: the face amount of the policy; each Joint Insured’s sex; each Joint Insured’s smoker or nonsmoker status; each Joint Insured’s class of risk as of the Policy Date; the number of years that the policy has been in force; and each Joint Insured’s issue age.</p> <p>A table of guaranteed maximum monthly deduction rates for the base policy is shown in the Policy Data. We may use rates lower than these guaranteed maximum monthly</p>	<p>Status: Settled. Following opt-outs, the final “Common Fund” settlement amount was reduced from \$88 million to \$82,367,753.32 (plus an additional \$8 million for fees and expenses) for “more than 7,800 class policies.”</p> <p>The final settlement value, including attorneys’ fees, was</p>

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			<p>deduction rates. We will never use higher rates.</p> <p>Any change in the monthly deduction rates will be prospective and will be subject to our expectations as to future cost factors. Such cost factors may include, but are not limited to: mortality; expenses; interest; persistency; and any applicable federal, state and local taxes.</p>	<p>approximately \$11,585.61/policy.</p> <p>MTD: Denied 12-26-18</p> <p>Class cert: Filed 9-24-19 but not briefed.</p> <p>Settlement and Preliminary Approval MTN: 4-6-2020. The settlement establishes an \$88 million dollar fund for in-force policies, and it establishes a fund for terminated policies equal to the amount by which the MDRs increased on those policies above what they would have been. The plaintiffs also get an additional \$8 million directly as attorneys' fees, with the rest of the fees to come <i>pro rata</i> out of the two settlement funds.</p> <p>Preliminary Approval Order: 5-04-2020</p>

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				Final Approval and Fees Orders: 9-16-2020
07-17-18	<i>TVPX ARS Inc. v. Lincoln National Life Insurance Company</i> , Case No. 2:18-cv-02989 (E.D. Pa.)	No – Claims from issuance forward	<p>“Definitions . . . Cost of Insurance. The amount charged by the Company to provide for the death benefit coverage under the policy.</p> <p>. . .</p> <p>Table of Guaranteed Maximum Insurance Rates Per \$1,000 for the Person Insured.</p> <p>SPECIAL NOTE: The monthly cost of insurance rates are based on the sex, attained age (nearest birthday) and Premium Class of the person insured as described under the ‘Cost of Insurance Rates’ provision. In determining the Guaranteed Maximum Cost of Insurance Rates, the Company will add the amount of the Flat Extra Monthly Insurance Cost, if any, shown in the Policy Specifications. If the person insured is in a rated premium class, the Guaranteed Maximum Cost of Insurance Rates will be those in the table multiplied by the Risk Factor, if any, shown in the Policy Specifications. The rates below are based on the 1980 CSO Tables (Male or Female preferred as appropriate).</p> <p>. . .</p> <p>Cost of Insurance Rates. Monthly cost of insurance rates will be determined by the Company, based on its expectations of future mortality experience. Any change in cost of</p>	Status: Discovery. This case is being coordinated to some extent with <i>Iwanski v. First Penn-Pacific Life Insurance</i> , which involves the same attorneys and judge. A revised scheduled order was issued on 1-09-2020.

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			<p>insurance rates will apply to all individuals of the same class as the Insured. In determining the monthly cost of insurance, the Company will add the amount of the Flat Extra Monthly Insurance Cost, if any, shown in the Policy Specifications. If the person insured is in a rated premium class, the monthly cost of insurance rates for a standard (non-rated) risk will be multiplied by the Risk Factor, if any, shown in the Policy Specifications. Under no circumstances will the cost of insurance rates ever be greater than those specified in the ‘Table of Guaranteed Maximum Life Insurance Rates.’”</p>	
07-26-18	<p><i>Advance Trust & Life Escrow Services, LTA v. Security Life of Denver Insurance Company</i>, Case No. 1:18-cv-01897 (D. Colo.)</p>	<p>Yes – September 2015 increases by Voya</p>	<p>“The cost of insurance rate for each segment will be determined by us from time to time. Different rates will apply to each segment. The Company will refer to the gender and age of the insured as of the effective date of segment coverage, the duration since the coverage began, the amount of target death benefit and the segment premium class in applying its current rates for each insured. Any change in rates will apply to all individuals of the same premium class and whose policies have been in effect for the same length of time. The rates will never exceed those rates shown in the Table of Guaranteed Rates for the segment.”</p>	<p>Status: The defendant’s MSJ and the plaintiff’s Renewed Class Cert Motion are both pending.</p> <p>MTD: None filed.</p> <p>Class Cert: Filed 08-23-19. Opposition filed on 10-25-2019. Reply filed on 11-22-2019.</p> <p>Class Cert. Order: The Court denied class cert. on 04-13-2020 without prejudice and has subsequently set</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
				<p>briefing deadlines for a renewed class certification motion. The denial order suggests that the Court may be receptive to certifying a class or subclasses on a better legal showing by plaintiffs.</p> <p>Renewed Class Cert: Filed 06-12-2020. Opposition filed 07-17-2020. Reply filed 08-13-2020.</p> <p>MSJ: Filed 07-22-2020. Opposition filed 09-03-2020. Reply filed 09-24-2020.</p>
08-13-18	<i>Advance Trust & Life Escrow Services, LTA v. Protective Life Insurance Company</i> , Case No. 2:18-cv-01290 (D. Ala.)	No – Claims from issuance forward in original complaint, but plaintiff is attempting to amend to assert claims for only six years following statute of limitations challenge	“Cost of Insurance Rates. The monthly cost of insurance rate is based on the sex, attained age, and rate class of the Insured and on the policy year. Attained Age means age nearest birthday on the prior policy anniversary. Monthly cost of insurance rates will be determined by us, based on our expectations as to future mortality experience. Any change in the monthly cost of insurance rates will be on a uniform basis for Insureds of the same class such as age, sex, rate class, and policy	Status: The Court has now granted two MTDs by the defendant, limiting the plaintiffs’ claims to those that accrued due to a “triggering event” that occurred during the SoL period, clarifying that the plaintiff cannot seek damages for allegedly

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			<p>year. However, the cost of insurance rates will not be greater than those in the Table of Guaranteed Maximum Insurance Rates, shown in the Policy Schedule.”</p>	<p>inflated <i>charges</i> that were paid due to an alleged pre-SoL breach. The Court has given the defendant the opportunity to renew, if it wants to, its certification motion to the Supreme Court of Alabama in light of its most recent MTD order.</p> <p>Motion for Judgment on the Pleadings: Denied 9-20-19, but the motion was partially successful in that it caused the plaintiff to voluntarily limit its claims to a six-year period.</p> <p>Motion to Certify: Filed 10-11-19. Opposition filed on 10-25-2019. Reply filed on 11-07-2019.</p> <p>Partial MTD: Filed 11-6-19. Opposition filed on 11-21-2019. Reply filed on 12-03-2019.</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
				Order granting MTD in part on 5-6-2020.
08-15-18	<i>Bally v. State Farm Life Insurance Company</i> , Case No. 3:18-cv-04954 (N.D. Cal.)	No – Claims from issuance forward (California only)	“ Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. . . . We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”	<p>Status: State Farm has filed a second Motion for Summary Judgment, which is now fully briefed. The Court has continued the trial and pretrial deadlines until it resolves the second MSJ, but a status conference is set for May 20, 2021.</p> <p>Previously, the trial court denied defendants’ MSJ and granted the plaintiffs’ class certification motion. Defendant’s petition to appeal the MSJ loss was denied, and its petition to appeal plaintiff’s class certification win was also denied.</p> <p>MTD: None filed.</p> <p>Class Cert: Filed 11-15-19. Opposition filed</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
				<p>on 2-03-2020. Reply filed on 03-13-2020.</p> <p>Class Cert. Order: Class cert. granted on 04-02-2020.</p> <p>MSJ: Denied 08-19-19. Motion to appeal granted 11-25-19. The 9th Circuit denied permission to appeal the MSJ loss.</p>
10-30-18	<p><i>Advance Trust & Life Escrow Services, LTA v. North American Company for Life and Health Insurance, Case No. 4:18-cv-00368-JEG-CFG (S.D. Iowa)</i></p>	No – Claims from issuance forward	<p>“COST OF INSURANCE RATES: The monthly cost of insurance rate is based on the sex, attained age, and rating class of the Insured. Policy duration is also a factor in determining the monthly cost of insurance rates.... Monthly cost of insurance rates are determined by us, based on our expectations as to future mortality experience. Any change in cost of insurance rates applies to all individuals of the same class as the Insured. Under no circumstances are cost of insurance rates for insureds in that standard risk class greater than those shown in the Table of Guaranteed Maximum Insurance Rates.”</p>	<p>Status: Discovery has ended, and the plaintiff’s motion for class certification is due April 15, 2021.</p> <p>MTD: None filed.</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
2018-09-19	<i>TVPX ARS, Inc. v. Genworth Life and Annuity Ins,</i> Case No. 3:18-cv-00637 (E.D. Va.)	No – Claims from issuance forward; plaintiff attempted to amend to assert a shorter period in response to a statute of limitations argument	<p>“Cost of Insurance . . . <i>Cost of Insurance Rate.</i> The monthly rate is based on the insured’s sex, attained age, policy duration and risk class. The rates are determined by us according to expectations of future mortality. We can change the rates from time to time, but they will never be more than the maximum rates shown in the <i>Table of Guaranteed Maximum Insurance Rates</i>. A change in rates will apply to all persons of the same age, sex and risk class and whose policies have been in effect for the same length of time.”</p>	<p>Status: 5-26-20 - The 11th Circuit vacated the district court’s order enjoining TVPX’s lawsuit following motion to enforce <i>McBride</i> settlement in M.D. Ga.</p> <p>MTD: Filed on statute of limitations grounds, but never decided due to the successful motion to enforce. Plaintiff stated that it intended to file an amended complaint with a shorter claims period rather than respond to the SOL arguments.</p>
2018-12-05	<i>Anderson v. Wilco Life Insurance Company,</i> Case No. 19-cv-00008 (S.D. Ga.)	Yes – COI increases since 2012	<p>“Actual monthly cost of insurance rates will be determined by the company based on the policy cost factors described in your policy. However, the actual cost of insurance rates will not be greater than those shown above.” . . . “The guaranteed monthly cost of insurance rates for the policy are based on the insured’s sex, attained age and premium class on the date of issue. . . . These rates are shown on a Policy Data Page.</p>	<p>Status: Dismissed with prejudice on 8-13-2020.</p> <p>MTD Order: The Court held that “the plain language of the Current Monthly Cost paragraph gives Defendant discretion to increase monthly COI rates.”</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
			<p>Current monthly cost of insurance rates will be determined by the Company. The current monthly cost of insurance rates will not be greater than the guaranteed monthly cost of insurance rates which are listed on a Policy Data Page.”</p>	<p>Prior History: This case started in state court, was removed by the defendant, was remanded, and was then kept in federal court by the Eleventh Circuit on the basis that the amount in controversy is the full face value of all policies within the putative Georgia class. This history is described in the MTD order.</p>
2019-05-17	<p><i>Millwood v. State Farm Life Insurance Company</i>, Case No. 7:19-cv-01445 (D.S.C.)</p>	<p>No – Claims from issuance forward</p>	<p>“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”</p>	<p>Status: Discovery.</p> <p>MTD: None filed. The defendant answered on 7-19-19.</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
2019-04-19	<i>Ronald Lech II, et al. v. State Farm, Case No. 8:19-cv-02983-MSS-TGW (M. Fl.)</i>	No – Claims from issuance forward	<p>“Cost of Insurance.</p> <p>This cost is calculated each month. The cost is determined separately for the Initial Basic Amount and each increase in Basic Amount. The cost of insurance is the monthly cost of insurance rate times the difference between (1) and (2), where:</p> <p>(1) is the amount of insurance on the deduction date at the start of the month divided by 1.0032737, and</p> <p>(2) is the account value on the deduction date at the start of the month before the cost of insurance and the monthly charge for any waiver of monthly deduction benefit rider are deducted.</p> <p>Until the account value exceeds the Initial Basic Amount, the account value is part of the Initial Basic Amount. Once the account value exceeds that amount, if there have been any increases in Basic Account, the excess will be part of the increases in order in which the increases occurred.”</p>	<p>Status: State Farm’s Motion to Dismiss was denied last month, and the case is proceeding to discovery.</p> <p>MTD: Denied 2-23-2021. State Farm argued the statute of limitations and filed rate doctrine. The court may revisit the filed rate doctrine issue at a later time on an evidentiary record.</p>
2019-05-19	<i>Slam Dunk, LLC v. Connecticut General Life Insurance Company, No.</i>	No – Claims from issuance forward, including for failure to decrease COI rates.	<p>“The Monthly Cost of Insurance Rates are based on the Insured’s Attained Age, the type of benefit, the Class of Insured and whether premiums for that Insured are paid directly to [Defendant] or through payroll deductions. The Monthly Cost of Insurance Rates are determined by [Defendant] based on its</p>	<p>Status: Dismissed with prejudice 9-29-2020.</p> <p>MTD Order: The Court’s final order dismissing the case held: “The plan</p>

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	1:19-cv-21996-MGC		<p>expectations as to future mortality experience. Adjustment in the Monthly Cost of Insurance Rates may be made by [Defendant] from time to time, but not more than once a year, and will apply to Insured of the same class.”</p>	<p>language of the policy does not support the allegations in the Amended Complaint, that this provision requires the insurance company to determine its Monthly Rates ‘solely’ or ‘principally’ on future mortality experience to the exclusion of the other enumerated factors.”</p> <p>MTD: Filed 07-10-2019. Opposition filed on 08-14-2019. Reply filed on 08-30-2019. MTD granted on 12-18-2019.</p> <p>Second MTD filed 02-13-20. Opposition filed on 03-12-20. Reply filed on 04-02-20.</p> <p>Additionally, motion to strike the MTD exhibits filed on 04-22-20. Response filed on 05-05-20.</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
2019-06-18	<i>Christopher Y. Meek v. Kansas City Life Insurance Company</i> , Case No. 4:19-cv-472	No	There are a number of policy forms at issue. Plaintiff's policy states: "Monthly cost of insurance rates actually used will be determined by us based on our expectations as to future mortality experience, but these rates will never be greater than those shown below. However, the guaranteed maximum monthly cost of insurance rates for special risk classes will be adjusted appropriately."	Status: The parties are currently in discovery. Plaintiff's motion for class certification is due on July 1, 2021.
2019-10-01	<i>David B. Karr v. Kansas City Life Insurance Company</i> , Case No. 1916-CV26645 ³	No	There are a number of policy forms at issue. Plaintiff's policy states: "Monthly cost of insurance rates actually used will be determined by us based on our expectations as to future mortality experience, but these rates will never be greater than those shown below. However, the guaranteed maximum monthly cost of insurance rates for special risk classes will be adjusted appropriately."	Status: The parties completed class certification motion briefing and are awaiting a ruling from the Court.
2019-10-01	<i>J. Gregory Sheldon v. Kansas City</i>	No	There are a number of policy forms at issue. Plaintiff's policy states:	Status: The parties are currently in discovery.

³ *Karr* involves identical policy forms as *Meek*, except that *Karr* is a Missouri class action which involves only Missouri citizens who own or owned a life insurance policy issued or administered by Kansas City Life Insurance Company. *Meek* is a nationwide class action pending in the United States District Court, Western District of Missouri except for Missouri citizens.

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
	<i>Life Insurance Company</i> ⁴		“The cost of insurance rates used will be determined by us based on our expectations as to future mortality experience. Any change in the current cost of insurance rates will be on a uniform basis for Insureds of the same age, sex and risk class whose contracts have been in force the same length of time. The current cost of insurance rates will never be increased to recover losses incurred, or decreased to distribute gains realized by us prior to the change.”	
2019-10-30	<i>Whitman v. State Farm Life Insurance Company</i> , Case No. 19-cv-6025 (D. Wa.)	No – Claims from issuance forward	“ Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”	Status: The Plaintiff has filed a motion for class certification. The defendant’s response is not yet due. MTD: None filed.
2020-04-06	<i>Brighton Trustees v.</i>	Yes – increase announced in or	“CHANGES IN RATES, CHARGES AND FEES	Status: Discovery.

⁴ *Sheldon* involves only variable life insurance products, which is why it is not part of the *Meek* and *Karr* class actions.

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
	<i>Genworth Life and Annuity Insurance Company</i> , Case No. 20-cv-240 (E.D. Va.). ⁵	around September 2019.	<p>At its sole discretion, the Company may change the monthly risk rates and the credited interest rates. The monthly risk rates will not exceed the Guaranteed Maximum Monthly Risk rates and the credited interest rates will not be less than the Guaranteed Credited Interest Rate. The Guaranteed Maximum Monthly Risk rates and the Guaranteed Credited Interest Rate are shown in the Schedule.</p> <p>The Company will base any change on its expectations as to future investment earnings, mortality, persistency, expenses and taxes. The Company will not make any change in order to recoup prior losses. Any change in the monthly risk rates will apply to all insureds with the same combination of the following: attained age; number of years of insurance in force; net amount at risk; and premium class.”</p>	MTD: None filed. Defendant answered 08-31-2020.
2020-05-08	<i>Richard A. Newton, Sr. v. Brighthouse Life Insurance Company</i> , Case No. 1:20-cv-02001-CAP	Yes – last six years.	<p>“The cost is based on the Insured’s:</p> <ol style="list-style-type: none"> 1. sex; 2. attained age; and 3. rate class shown on the Contract Summary for; <ol style="list-style-type: none"> a. the Initial Stated Amount; and b. each increase in the State Amount. 	<p>Status: Answer filed 4-8-2021.</p> <p>MTD: Denied 3-19-2021.</p>

⁵ The later-filed putative class action *Ronald L. Daubemier v. Genworth Life and Annuity Insurance Company*, Case No. 3:20-cv-00343 (E.D. Va.) has been consolidated with *Brighton v. Genworth*, which is the lead case. See Dkt. 21 in *Brighton*.

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
			<p>...</p> <p>The cost of insurance rates are shown in the Cost of Insurance Table. We may use rates less than those shown. <u><i>We will base these rates only on our future outlook for mortality and expenses. Nothing in this Contract will be affected by our actual mortality and expense experience. We will determine the rates at the start of each contract year and will assure them for the next contract year.</i></u></p> <p>Any change we make in the rates will be on a uniform basis for insureds of the same age, sex, duration and rate class. (emphasis supplied)”</p>	
2020-05-11	<p><i>Ronald K. Page v. State Farm Life Insurance Company, Case No. 5:20cv945 (W.D. Tx.)</i></p> <p>Transferred from: 2:20-cv-00110 (S.D. Tx.)</p> <p><i>Consolidated with Gonzalez v. State Farm,</i></p>	No – claims from issuance forward.	<p>“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of</p>	<p>Status: This case was transferred from S.D. Tx. to W.D. Tx. and then consolidated with <i>Gonzalez</i>. All filings are made in <i>Gonzalez</i>.</p> <p>MTN To Transfer: Granted 8-12-2020</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
	Case No. 20-cv-617 (W.D. Tx.)		insurance rates. Such adjustments cannot be made more than once a calendar year.”	
2020-05-20	<p><i>Gonzalez v. State Farm Life Insurance Company</i>, Case No. 5:20cv617 (W.D. Tx.)</p> <p>Transferred from: 2:20-cv-00110 (S.D. Tx.)</p> <p><i>Consolidated with Gonzalez v. State Farm</i>, Case No. 20-cv-617 (W.D. Tx.)</p>	No – claims from issuance forward.	<p>“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”</p>	<p>Status: The plaintiffs have recently filed a First Amended Consolidated Complaint, which the defendant answered 3-23-2021.</p> <p>MTD: None filed.</p>
2020-06-02	<p><i>West v. Wilco Life Insurance Company f/k/a Conseco Life Insurance Company</i>, Case No. :20-cv-02961 (S.D. Ind.)</p> <p>Previously Case No. 3:20-cv-</p>	Yes – “beginning in July 2011 and continuing throughout the Class Period.”	<p>“Actual monthly cost of insurance rates will be determined by the company based on the policy cost factors described in your policy. However, the actual cost of insurance rates will not be greater than those shown above.”</p> <p>...</p> <p>“The guaranteed monthly cost of insurance rates for the policy are based on the insured’s sex, attained age and premium class on the date of issue. . . . These rates are shown on a Policy Data Page.</p>	<p>Status: Motions to dismiss and Transfer are pending. The court has stayed discovery until July 30, 2021 or until it resolves the motions.</p> <p>MTD: Filed 08-31-2020. Opposition 09-28-2020.</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
	00464 (M.D. Tenn.)		Current monthly cost of insurance rates will be determined by the Company. The current monthly cost of insurance rates will not be greater than the guaranteed monthly cost of insurance rates which are listed on a Policy Data Page.”	MTN to Transfer: Filed 08-31-2020. Opposition 09-28-2020. Granted 11-10-2020.
2020-07-13	<i>Jaunich v. State Farm</i> , Case No. 20-cv-1567 (D. Minn.)	No – claims from issuance forward.	“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”	Status: The defendant just moved for and won a MTD on certain claims only (<i>i.e.</i> , conversion and declaratory judgment). Discovery is proceeding on plaintiff’s contract claim. MTD: Granted with respect to conversion and declaratory judgment claims 2020-11-16.
2020-07-13	<i>Bauer v. State Farm</i> , Case No. 21-cv-464 (N.D. Ga.)	No – claims from issuance forward.	“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic	Status: MTD briefing ongoing. MTD: Filed 4-2-2021.

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
			Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”	
2021-01-21	<i>McMillan v. Genworth Life and Annuity Insurance Company</i> , Case No. 1:21-cv-00091-MC	No – claims from issuance forward.	<p>“Cost of Insurance. The monthly cost of insurance is calculated on the issue date and each Monthly Anniversary Day. It is part of the monthly deduction. It equals the net amount at risk times the monthly cost of insurance rate per 1,000 divided by 1,000...</p> <p>The monthly cost of insurance rate is based on the Insured’s Attained Age and rate class. Any change in the monthly cost of insurance rates will apply to all individuals of the Insured’s same class and be based on future expectations in mortality. The monthly cost of insurance rate will never be greater than that shown in the Table of Guaranteed Maximum Monthly Insurance Rates on the Policy Schedule...”</p>	<p>Status: Answer filed 4-5-2021</p> <p>MTD: None Filed.</p>
2021-02-04	<i>Singh v. State Farm</i> , Case No. 21-cv-00190 (D. Or.)	No – claims from issuance forward.	<p>“Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum</p>	<p>Status: Answer or MTD not yet due.</p>

Date Filed	Case Caption	COI Increase Only?	Contract Language	Status
			<p>monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.”</p>	