IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI WESTERN DIVISION

CHRISTOPHER Y. MEEK, Individually and)	
On Behalf Of All Others Similarly Situated,)	
Plaintiff,)	Case No. 4:19-cv-472-JTM
)	
vs.)	COMPLAINT
)	
KANSAS CITY LIFE INSURANCE COMPANY	,)	Class Action
)	
Defendant.)	DEMAND FOR JURY TRIAL

FIRST AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Christopher Y. Meek ("Plaintiff"), individually and on behalf of all others similarly situated, for his First Amended Class Action Complaint against Defendant Kansas City Life Insurance Company ("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 amounts authorized by the express terms of their life insurance policies. Plaintiff's claims are supported by the written provisions of his policy, which are materially the same as those of other policies held by the members of the proposed class.
- 2. The terms of Plaintiff's life insurance policy provide for a "cash value" consisting of monies held in trust by Defendant for Plaintiff, and Defendant is contractually bound to deduct from the cash value only those charges that are explicitly identified and authorized by the policy's terms.
- 3. Despite unambiguous language in the policy, which is a fully integrated insurance agreement, Defendant breaches the policy by deducting charges from Plaintiff's cash value in

excess of the amounts specifically permitted by the policy. Defendant has breached the policy repeatedly and continues to do so.

- 4. Defendant has caused material harm to Plaintiff and the proposed class by improperly draining monies they have accumulated in the cash values of their policies. Every unauthorized dollar taken from policy owners is one less dollar that can be used to: earn interest; pay future premiums; increase the death benefit; use as collateral for policy loans; or withdraw as cash.
- 5. On behalf of himself and a class of similarly situated persons, Plaintiff seeks to recover compensatory and punitive damages, as well as declaratory and injunctive relief.

PARTIES

- 6. Plaintiff Christopher Y. Meek resides in Baxter Springs, Kansas, and is a citizen of the State of Kansas.
- 7. Defendant Kansas City Life Insurance Company is a corporation incorporated under the laws of the State of Missouri, with its principal place of business in Kansas City, Missouri.

JURISDICTION AND VENUE

- 8. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2), because this is a class action in which at least one member of the class is a citizen of a state different from Defendant, the amount in controversy exceeds \$5 million exclusive of interest and costs, and the proposed class contains more than 100 members.
- 9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 and Local Rule 3.2(b)(1) in that Defendant resides in this judicial district and division and a substantial portion

of the events giving rise to Plaintiff's causes of action occurred in this judicial district and division.

FACTUAL BACKGROUND

- 10. Plaintiff purchased from Defendant a "Flexible Premium Adjustable Death Benefit Life Policy" bearing policy number 2282560, with an issue date of October 9, 1984, a policy date of October 18, 1984, and an initial specified amount of \$60,000 (the "Policy"). A true and accurate copy of the Policy is attached hereto as Exhibit A, and incorporated herein by reference.
- 11. Plaintiff has always been both the "owner" and the "insured" under the Policy, which remains in force.
- 12. Defendant is the effective and liable insurer of the Policy, and policies meeting the class definition (the "Class Policies").
- 13. The entire contract between Plaintiff and Defendant consists of the Policy, the application, and any supplemental applications. Ex. A at p. 7.
- 14. The terms of the Policy are not subject to individual negotiation and are materially the same for all policy owners.
- 15. Only the President, Vice President, Secretary, or Assistant Secretary of Defendant has authority to change a provision of the Policy, and any such "approved change must be endorsed on or attached to" the Policy. Ex. A at p. 10.
- 16. Insurance agents do not have "authority to make any changes or waive any of the terms" of the Policy. Ex. A at p. 10; *see also* p. 7 of Plaintiff's application included in Ex. A ("No agent has the authority . . . to waive any of the [Defendant]'s rights or requirements, or to make or alter any contract or policy.").

- 17. Defendant has issued and administered, and currently administers, all aspects of the Policy and Class Policies, including collecting premiums, and determining, assessing, and deducting policy charges.
- 18. Plaintiff's Policy and the Class Policies are permanent life insurance, meaning their purpose is to provide insurance protection for the life of the insured.
- 19. In addition to a death benefit, the Policy and Class Policies provide policy owners an investment, savings, or interest-bearing component that accumulates value over time. Although the savings component in certain of the Class Policies may be identified by a different name, it is identified in the Policy and throughout this Complaint as the "cash value."
- 20. Generally, under universal life policies like those owned by Plaintiff and class members, premiums are deposited into the cash value of the policy, and the insurer deducts certain amounts directly from premium payments and monthly deductions from the cash value as disclosed and authorized by the policy.
- 21. The funds held in the cash value are policy owner property that Defendant holds in trust for its policy owners.
 - 22. The Policy and Class Policies expressly identify how the cash value is calculated:
 On each monthly anniversary day the cash value will be equal to:

$$A + B + C - D$$

On any day other than a monthly anniversary day, the cash value will be equal to:

$$A + B + C$$

"A" is the cash value on the preceding monthly anniversary day.

"B" is the net premiums received since the preceding monthly anniversary day.

"C" is interest on "A" from the preceding monthly anniversary day plus interest on each net premium in "B" from the date of receipt of each premium at [Defendant's] Home Office.

"D" is the monthly deduction (as described in Section 10.4) for the month beginning on that monthly anniversary day.

Ex. A. at p. 10.

- 23. The Policy expressly defines the specific charges that Defendant may assess and deduct from Plaintiff's premium payments and the Policy's cash value. Defendant may assess and deduct only those charges allowed by the Policy.
- 24. The Policy authorizes Defendant to deduct a premium expense charge of 7.5% from each premium payment for the first 10 years the policy is in-force and 3% from each premium payment thereafter. Ex. A at p. 4.
- 25. The Policy authorizes Defendant to take from the cash value a "Monthly Deduction." The Monthly Deduction is:

The amount [Defendant] deduct[s] on the monthly anniversary day from the cash value to pay the cost of insurance, expenses and the cost of any additional benefits provided by riders for the month beginning on that monthly anniversary day.

Ex. A at p. 6.

- 26. The Policy authorizes Defendant to deduct a monthly expense charge in the amount of \$19.70 per month for the first policy year and \$2.50 per month after the first policy year for all remaining policy years. Ex. A at p. 4.
- 27. The Policy also authorizes Defendant to deduct an increase expense charge of \$1.44 per \$1,000 increase in specified amount. Ex. A at p. 4.
 - 28. The Policy defines its "Expense Charges" as follows:

The amount [Defendant] deduct[s] to cover [Defendant's] expenses. The premium expense charge is the amount [Defendant] deduct[s] from each premium payment. The monthly expense charge is included in the monthly deduction. These charges are shown on page 4.

Ex. A at p. 6.

29. The Policy identifies how the current monthly expense charges will be determined:

The current monthly expense charge and the current increase expense charge are shown on page 4. These expense charges will be determined by [Defendant] based on [Defendant's] expectations as to future expenses. However, any percentage increase in these current expense charges over that shown on page 4 will not be greater than the percentage increase over the same period in the Consumer Price Index for Urban Wage Earners and Clerical Workers-All Items. If the Consumer Price Index is no longer available, [Defendant] will substitute an index which in [Defendant's] opinion is a comparable index.

Ex. A at p. 11.

- 30. The premium expense charge, monthly expense charge, and increase expense charge are the only "expense charges" identified by the Policy.
- 31. In addition to setting the maximum amounts Defendant is authorized to deduct for expense charges, the Policy expressly identifies a separate cost of insurance charge deducted from the cash value each month.
 - 32. The "Cost of Insurance" is defined in the Policy as:

The charge [Defendant] make[s] for providing pure insurance protection using the current cost of insurance rates for this policy. It does not include the cost of any additional benefits provided by riders.

Ex. A at p. 6.

33. The Policy identifies how the cost of insurance is calculated:

The cost of insurance on any monthly anniversary day is equal to:

$$Q \times (R - S)$$

"Q" is the cost of insurance rate (as described in Section 3).

"R" is the Insured's death benefit on that day divided by no less than 1.0024663.

"S" is the cash value (as described in Section 10.2) prior to subtracting the cost of insurance.

Ex. A at p. 11.

34. The Policy discloses how the monthly cost of insurance rates ("Q" in the above paragraph) will be determined:

The cost of insurance rate on each monthly anniversary day is based on the Insured's sex, age and risk class. Age means the age on the Insured's last birthday. The guaranteed maximum monthly cost of insurance rates per \$1,000 shown in the table below are based on the Commissioners 1958 Standard Ordinary Mortality Table, age last birthday.

Monthly cost of insurance rates actually used will be determined by [Defendant] based on [Defendant's] 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.

Ex. A at p. 5.

- 35. Age, sex, and risk class are factors commonly used within the life insurance industry to determine the mortality expectations of an insured or group or class of insureds.
- 36. Because the Policy specifically identifies age, sex, and risk class in the cost of insurance provisions, and expressly states that the cost of insurance rates actually used will be determined based on Defendant's expectations as to future mortality experience, the parties agreed that Defendant's mortality expectations are what determine cost of insurance rates under the Policy.
- 37. Like the Policy, the Class Policies disclose similar periodic deductions that Defendant is authorized to take from policy owners' cash values, including specifically, cost of insurance charges that are calculated using rates that Defendant must determine based on its expectation as to future mortality experience and separate, monthly expense charges.
- 38. Although the Policy and Class Policies authorize Defendant to determine cost of insurance rates based on its "expectations as to future mortality experience," based on information and belief, Defendant does not determine cost of insurance rates based on its

"expectations as to future mortality experience." Defendant considers and uses other undisclosed factors to determine such rates, including without limitation, expenses.

- 39. By failing to determine cost of insurance rates based on its "expectations as to future mortality experience," Defendant knowingly causes those rates to be higher than what is explicitly authorized by the Policy and Class Policies.
- 40. By failing to determine cost of insurance rates based on its expectations as to future mortality experience, Defendant repeatedly breaches the Policy and Class Policies by impermissibly inflating those rates such that they exceed Defendant's "expectations as to future mortality experience."
- 41. The higher cost of insurance rates used by Defendant cause the monthly cost of insurance charge to be greater than what is explicitly authorized by the Policy and Class Policies. Consequently, Defendant withdraws from the cash value amounts for the cost of insurance that are greater than those authorized under the Policy and Class Policies.
- 42. Even though Plaintiff has paid nearly \$60,000 in premiums to Defendant over more than 34 years, his Policy's cash value in October 2018 was depleted to less than \$500.
- 43. Defendant's failure to determine cost of insurance rates based on its "expectations as to future mortality experience" and its assessment of unauthorized, hidden, non-mortality related expense loads in the monthly cost of insurance charge drained Plaintiff's cash value over time. As a result, the cash value cannot fund the monthly deduction thereby requiring premiums to be much higher than planned. Because of these increased premiums, the Policy is no longer affordable as Plaintiff has aged. Plaintiff does not have other life insurance coverage and Plaintiff likely would not be able to obtain alternative affordable life insurance coverage due to his advanced age and health conditions. In other words, Plaintiff now is effectively uninsurable.

Similarly, class members, like Plaintiff, may be left without life insurance when it is needed most (or will be in the future).

- 44. Each of Defendant's past and future cost of insurance deductions from the cash values of Plaintiff and the class constitutes separate breaches of contract.
- 45. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have been damaged, and those damages are continuing in nature in that Defendant has deducted and will continue to deduct cost of insurance charges from the cash values of policy owners in unauthorized amounts.
- 46. By loading cost of insurance rates with undisclosed expense experience factors, Defendant repeatedly breaches the Policy and Class Policies by impermissibly deducting amounts from the cash values of Plaintiff and the class in excess of the expense charge amounts expressly authorized by the Policy and Class Policies.
- 47. Defendant's inclusion of hidden expense loads in the cost of insurance rates is not authorized under the expense provisions of the Policy. Indeed, Defendant charged policy owners the expense amounts authorized under the Policy's and Class Policies' expense provisions, and therefore, did not have authorization to deduct additional expenses through cost of insurance charges.
- 48. For example, from October 18, 2017 to October 18, 2018, Defendant deducted \$142.24 from Plaintiff's cash value related to the Policy authorized "Expense Charges." There are two authorized "Expense Charges" under the Policy: (1) the "premium expense charge" and (2) the "current monthly expense charges." The Policy authorized a "premium expense charge" of 3% to be taken from each premium payment during the aforementioned Policy period for a total of \$112.24 (Plaintiff made 10 premium payments of \$291.71, of which Defendant deducted

3% or \$8.75 from each premium payment, and 2 premium payments of \$412.40, of which Defendant deducted 3% or \$12.37 from each premium payment). Additionally, each month Defendant is authorized to deduct "current monthly expense charges" of \$2.50 for a total of \$30 for the policy year. Those two charges for the above time period resulted in total "expense charges" of \$142.24 (\$112.24 + \$30.00 = \$142.24). In violation of the Policy, however, Defendant also loaded hidden expense charges in excess of the Policy disclosed expense charges into the cost of insurance (i.e., expense charges in addition to the \$142.24). All class members, like Plaintiff, have been assessed unauthorized expenses through these hidden loads.

- 49. Each of Defendant's deductions for expenses in excess of the maximum expense charge amounts constitutes separate breaches of contract.
- 50. As a direct and proximate result of Defendant's breaches, therefore, Plaintiff and the class have been damaged and those damages are continuing in nature in that Defendant has deducted and will continue to deduct expenses from the cash values of Plaintiff and the class in amounts not authorized by the Policy and Class Policies.
- 51. The nature of Defendant's conduct is such that Plaintiff and each member of the class would be unaware that Defendant was engaging in wrongdoing by taking inflated charges and improper amounts from cash values. Defendant possesses the actuarial information and equations underlying the computation of rates and charges for the Policy. The cost of insurance rates used to calculate cost of insurance charges are not disclosed to policy owners, nor are the components or factors used to determine those rates. And, even if they were, Plaintiff and the members of the class would lack the knowledge, experience, or training to reasonably ascertain how Defendant calculated the rates and charges included in the Policy.

- 52. Because of its superior knowledge of the aforementioned computations, Defendant was aware that Plaintiff and each member of the class did not know about the improper deductions. Defendant sent Plaintiff and the class annual statements each year that identified each month's cost of insurance charge while affirmatively concealing the factors Defendant considered and used to determine the cost of insurance rates. Concealment of its conduct and failure to disclose its conduct to Plaintiff and the class constitutes fraudulent concealment and therefore tolls the statute of limitations for Plaintiff and proposed class members. Plaintiff did not learn of Defendant's breaches until after he had engaged counsel, who consulted an actuarial expert.
- 53. Plaintiff did not discover, nor could he have discovered through reasonable diligence, the facts establishing Defendant's breaches or conversions or the harm caused thereby.

CLASS ACTION ALLEGATIONS

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

All persons who own or owned a life insurance policy issued or administered by Defendant, the terms of which provide or provided for: (1) an insurance or cost of insurance charge or deduction calculated using a rate that is determined based on 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.

55. Excluded from the class is Defendant, any entity in which Defendant has a controlling interest, any of the officers, directors, or employees of the Defendant, the legal representatives, heirs, successors, and assigns of the Defendant, anyone employed with Plaintiff's counsels' firms, any Judge to whom this case is assigned, and his or her immediate family. Also excluded from the class is any variable life insurance contract or policy that

explicitly discloses all of the factors on which Defendant based its determination of cost of insurance rates and charges. Also excluded from the class are policy owners falling within the class definition set forth in *Karr v. Kansas City Life Insurance Company*, pending in Jackson County, Missouri.

- 56. Plaintiff's claims satisfy the numerosity, typicality, adequacy, commonality and superiority requirements under Federal Rule of Civil Procedure 23, as set forth more fully herein.
- 57. The persons who fall within the class number in at least the hundreds and most likely thousands, and thus the numerosity standard is satisfied. Because class members are geographically dispersed across the country, joinder of all class members in a single action is impracticable.
- 58. Class members are readily ascertainable from information and records in Defendant's possession, custody, or control. Notice of this action can readily be provided to the class.
- 59. There are questions of law and fact common to the claims of Plaintiff and the class that predominate over any questions affecting only individual class members. The questions of law and fact arising from Defendant's actions that are common to the class include, without limitation:
 - (a) Whether Defendant is permitted by the Class Policies to determine cost of insurance rates that are not based on its expectations as to future mortality experience;
 - (b) Whether Defendant determines cost of insurance rates that are not based on its expectations as to future mortality experience;
 - (c) Whether Defendant is permitted by the Class Policies to consider and use undisclosed factors to determine the monthly cost of insurance rates used to calculate cost of insurance charges;

- (d) Whether Defendant considered, added, included, used, or relied on undisclosed factors to determine the monthly cost of insurance rates used to calculate cost of insurance charges;
- (e) Whether Defendant is permitted by the Class Policies to charge expense amounts to policy owners in excess of the amounts disclosed in the Class Policies;
- (f) Whether Defendant charged expense amounts to policy owners in excess of the amounts disclosed in the Class Policies:
- (g) Whether Defendant breached the terms of the Class Policies or converted class members' property;
- (h) Whether the class sustained damages as a result of Defendant's breaches of contract and conversions;
- (i) Whether the class is entitled to damages, restitution, and/or other equitable relief; and
- (j) Whether the class, or a subset of the class, is entitled to declaratory relief stating the proper construction and/or interpretation of the Class Policies.
- 60. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.
- 61. Plaintiff's claims are typical of the claims of the class in that Plaintiff and the class members all purchased policies containing the same or similar limitations on the amounts that Defendant could charge its policyholders under the express terms of the Policy and Class Policies.
- 62. 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.

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

COUNT I: BREACH OF CONTRACT (Cost of Insurance Charge)

- 64. The preceding paragraphs are incorporated by reference as if fully alleged herein.
- 65. Plaintiff and the class purchased life insurance policies—the Policy and Class Policies—from Defendant.
- 66. The Policy and Class Policies are valid and enforceable contracts between the Defendant and Plaintiff and class members.
- 67. Plaintiff and the class substantially performed their obligations under the terms of the Policy and Class Policies.
- 68. Defendant considers and uses unauthorized and undisclosed factors to determine its monthly cost of insurance rates.
- 69. Defendant does not determine cost of insurance rates based on its expectations as to future mortality experience.

- 70. Defendant impermissibly causes cost of insurance rates to be higher for the Policy and the Class Policies.
- 71. Because Defendant calculates cost of insurance charges using monthly cost of insurance rates that are higher than those authorized by the Policy and Class Policies, Defendant has deducted and will deduct cost of insurance charges from the cash values of Plaintiff and the class in amounts greater than those authorized by their policies.
- 72. Defendant's practice of deducting charges in amounts not authorized by the Policy and Class Policies results in repeated breaches of the policies.
- 73. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT II: BREACH OF CONTRACT (Expense Charges)

- 74. The preceding paragraphs are incorporated by reference as if fully alleged herein.
- 75. By loading monthly cost of insurance rates with undisclosed expense factors, Defendant impermissibly deducts expense charges from the cash values of Plaintiff and the class in amounts in excess of the maximum expense charges expressly authorized by their policies.
- 76. By deducting unauthorized expense charges from the cash values of Plaintiff and the class, Defendant has breached and continues to breach the Policy and Class Policies.
- 77. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT III: BREACH OF CONTRACT(Improving Expectations as to Future Mortality Experience)

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

- 79. The Policy and Class Policies require Defendant to determine cost of insurance rates based on its expectations as to future mortality experience.
- 80. Although its mortality expectations have generally improved because people are living longer today than when the Policy and Class Policies were initially priced, Defendant has, on information and belief, failed to reduce monthly cost of insurance rates for the Policy and Class Policies to reflect those improved mortality expectations.
- 81. Defendant's failure to reduce these rates even though its expectations of future mortality experience improved constitutes breaches of the Policy and Class Policies.
- 82. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT IV: CONVERSION

- 83. The preceding paragraphs are incorporated by reference as if fully alleged herein.
- 84. Plaintiff and the class had a property interest in the funds Defendant deducted from their cash values in excess of the amounts permitted by the terms of the Policy and Class Policies.
- 85. By deducting cost of insurance charges and expense charges in unauthorized amounts from the cash values of Plaintiff and the class, Defendant assumed and exercised ownership over, and misappropriated or misapplied, specific funds held in trust for the benefit of Plaintiff and the class, without authorization or consent and in hostility to the rights of Plaintiff and class members.
- 86. Defendant continues to retain these funds unlawfully without Plaintiff and class members' consent.

- 87. Defendant's wrongful exercise of control over the personal property of Plaintiff and class members constitutes conversion.
- 88. As a direct and proximate result of Defendant's conduct, Plaintiff and the class have been damaged, and these damages are continuing in nature.
- 89. Although requiring expert testimony, the amounts of unauthorized cost of insurance charges and expense charges Defendant took from Plaintiff and the class are capable of determination, to an identified sum, by comparing Plaintiff's actual cost of insurance charge each month to a cost of insurance charge computed using a monthly cost of insurance rate determined based on Defendant's expectations as to future mortality experience.
- 90. On behalf of himself and the class, Plaintiff seeks all damages and consequential damages proximately caused by Defendant's conduct.
- 91. Defendant intended to cause damage to Plaintiff and the class by deducting more from their cash value than was authorized by the Policy and Class Policies. Defendant's conduct was, therefore, malicious and Defendant is also guilty of oppression in that its systematic acts of conversion subject Plaintiff and the class to cruel and unjust hardship in conscious disregard of their rights. Plaintiff and the class are therefore entitled to punitive or exemplary damages.

COUNT V: DECLARATORY AND INJUNCTIVE RELIEF

- 92. The preceding paragraphs are incorporated by reference as if fully alleged herein.
- 93. An actual controversy has arisen and now exists between Plaintiff and the class, on the one hand, and Defendant, on the other, concerning the respective rights and duties of the parties under the Policy and Class Policies.
- 94. Plaintiff contends that Defendant has breached the Policy and Class Policies in the following respects:

- (a) By failing to determine cost of insurance rates based on its expectations as to future mortality experience, Defendant impermissibly increased monthly cost of insurance rates for the Policy and Class Policies and, as a result, withdrew cost of insurance charges from the cash values of Plaintiff and the class in an amount greater than those authorized by the Policy and Class Policies.
- (b) By inflating monthly cost of insurance rates with unauthorized expense factors, Defendant impermissibly deducted expenses from the cash values of Plaintiff and the class in amounts in excess of the maximum expense charges expressly authorized by the Policy and Class Policies.
- (c) By failing to reduce cost of insurance rates to reflect Defendant's improving expectations as to future mortality experience.
- 95. Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and Class Policies and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the Policy and Class Policies so that future controversies may be avoided.
- 96. Pursuant to a declaration of the parties' respective rights and duties under the Policy and Class Policies, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in conduct in breach of the Policy and Class Policies, and from continuing to collect unlawfully inflated charges in violation of the Policy and Class Policies; and (2) ordering Defendant to comply with the terms of the Policy and Class Policies in regards to its assessment of charges against Plaintiff and class members' cash values.

PRAYER FOR RELIEF

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

(a) That the Court enter an order certifying the class, appointing Plaintiff as a representative of the class, appointing Plaintiff's counsel as class counsel, and

- directing that reasonable notice of this action, as provided by Federal Rule of Civil Procedure 23(c)(2), be given to the class;
- (b) For a judgment against Defendant for the causes of action alleged against it;
- (c) For compensatory damages in an amount to be proven at trial;
- (d) For punitive and exemplary damages;
- (e) For a declaration that Defendant's conduct as alleged herein is unlawful and in material breach of the Policy and Class Policies;
- (f) For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to the breach of the Policy and Class Policies;
- (g) For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- (h) For Plaintiff's attorney's fees;
- (i) For Plaintiff's costs incurred; and
- (j) For such other relief in law or equity as the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

s/ Patrick J. Stueve

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Telephone: 816-714-7100 Facsimile: 816-714-7101

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- And -

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4520 Main Street, Suite 1570 Kansas City, Missouri 64111 Telephone: 816-561-6500 Facsimile: 816-561-6501

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Email: mlytle@millerschirger.com
Email: jfeierabend@millerschirger.com

Attorneys for Plaintiff Christopher Y. Meek

CERTIFICATE OF SERVICE

I certify that on October 1, 2019, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will automatically send a notice of electronic filing to counsel of record.

s/ Patrick J. Stueve

Patrick J. Stueve

EXHIBIT A

SECTION 1. POLICY DAT/

LICY NUMBER JLS

BENEFICIARY

AS STATED IN THE APPLICATION

INSURED CHRISTOPHER Y MEEK

INITIAL SPECIFIED AMOUNT

POLICY DATE OCT 18. 1984

OWNER

THE INSURED

ISSUE DATE OCT 09. 1984

ISSUE AGE

SEX MALE MATURITY DATE+ OCT 18, 2047

MINIMUM SPECIFIED AMOUNT #50.000

MINIMUM PREMIUM PAYMENT \$25.00

PARTIAL SURRENDER CHARGE \$25.00

AGENCY 0998

*COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE IF CURRENT VALUES AND ASSUMPTIONS CHANGE OR IF INSUFFICIENT PREMIUM PAYMENTS ARE MADE.

REGISTRAR

PAGE 3

SECTION 2. BENEFIT AND (MIDN SCHEDULE

DATE REARED ID-17-1706

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BENES ISTARY AND OWNER

As shown on the applications or in any subsequent equeements: amendments, or endorsements.

RLANDED PREMIUM PAYMENT: \$61,44 MONTHLY

FORM NO	BENEFIT DESCRIPTION	SPECIFIED AMOUNT		MONTHLY COST OF INSURANCE
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]8117C	Coverage Option A. Death comed t equals the specified amount at the time of death. (Effective: 10/18/1984)	\$60,000 ₀	SP Stoker	See Page 5
150300	Disability Continuence of Insurance Rider			Set Rider
	increase in the specimiles amount. (Enfective) 10/15/1986)	\$35<000	SF Sacker	Gee Page 6
	TOTAL SPECIFIES AMOUNT	\$95 <u>:</u> 000		
190725	Option to Increase Specified Amount Riger (Effective: 10/18/1784)	\$35,000.		\$5.04

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THRESHED THRESHOPHER & MEEK POLIC: NUMBER 2282560

FORM NO.	SEMERIT DESCRIPTION	SPECIFIED AMOUNT	CLASS	HONTHLY COST OF INSURANCE
170468	Other Insured Term Life Insurance Pider (CASEY Y MEEK)	510 /000.	Suveni (e	See Rider
	(Effective: 10/18/ 86) Disability Continuance###			See Ride
	Other Insured Term Life Insurance Rider 'DYLAN W MEEK)	±10,983.	Javenile	See ଲିଂଘଟଣ
	/Effective: iE/18/ 06)			See F det

NAV CIPABILITY SEMEFIT APPLIES ONLY TO LIFE OF CHRISTOPHER Y MESY Page 4s

SECTION 3: TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000

The cost of insurance rate on each monthly anniversary day is based on the insured's sex, age and risk class. Age means the age on the insured's last birthday. The guaranteed maximum monthly cost of insurance rates per \$1,000 shown in the table below are based on the Commissioners 1958 Standard Ordinary Mortality Table, age tast birthday.

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.

Age	Male Rate	Female Rate	Age	Male Rate	Female Rate	Áge	Male Rate	Female Rate
0	\$.36926	\$.32862	32	\$.19045	\$.17544	64	\$ 2.53768	\$ 1.94238
1	\$.13669	\$.12836	33	\$.19671	\$.18003	65	\$ 2.77608	\$ 2.12333
2	\$.12419	\$.11502	34	\$.20462	\$.18503	66	\$ 3.03928	\$ 2.32107
3	\$.11918	\$.11001	35	\$.21463	\$.19045	67	\$ 3.32978	\$ 2.53768
4	\$.11459	\$.10543	36	\$.22671	\$.19671	68	\$ 3.64685	\$ 2.77608
5	\$.11043	\$.10126	37	\$.24213	\$.20462	69	\$ 3.98676	\$ 3.03928
6	\$.10669	\$.09751	38	\$.26088	\$.21463	70	\$ 4.34500	\$ 3.32978
7	\$.10376	\$.09459	39	\$.28256	\$.22671	71	\$ 4.71692	\$ 3.64685
8	\$.10167	\$.09293	40	\$.30716	\$.24213	72	\$ 5.09967	\$ 3.98676
9	\$ 10084	\$.09250	-41	\$.33384	\$.26088	73	\$ 5.49760	\$ 4.34500
10	\$.10168	\$.09293	42	\$.36260	\$.28256	74	\$ 5.92258	\$ 4.71692
11	\$.10376	\$.09418	43	\$.39386	\$.30716	75	\$ 6.38757	\$ 5.09967
12	\$.10751	\$.09625	44	\$.42806	\$.33384	76	\$ 6.90619	\$ 5.49760
13	\$.11293	\$.09918	45	\$.46600	\$.36260	77	\$ 7.49028	\$ 5.92258
14	\$.11876	\$ 10293	46	\$.50810	\$.39386	78	\$ 8.14300	\$ 6.38757
15	\$.12502	\$.10751	47	\$.55482	\$.42806	79	\$ 8.85700	\$ 6.90619
16	\$.13168	\$.11293	48	\$.60653	\$.46600	80	\$ 9.62445	\$ 7.49028
17	\$ 13793	\$.11876	49	\$.66366	\$.50810	81	\$10.43681	\$ 8.14300
18	\$.14294	\$.12502	50	\$.72664	\$.55482	82	\$11.28617	\$ 8.85700
19	\$.14710	\$.13168	51	\$.79505	\$.60653	83	\$12.17113	\$ 9.62445
20	\$.15086	\$.13793	52	\$.86931	\$.66366	84	\$13.09630	\$10.43681
21	\$.15377	\$.14294	53	\$.95025	\$.72664	85	\$14.06747	\$11.28617
22	\$.15627	\$.14710	54	\$1.03830	\$.79505	86	\$15.09034	\$12.17113
23	\$.15838	\$.15086	55	\$1.13470	\$.86931	87	\$16.17587	\$13.09630
24	\$.16002	\$.15377	56	\$1.24073	\$.95025	88	\$17.34343	\$14.06747
25	\$.16211	\$.15627	57	\$1.35719	\$1.03830	89	\$18.62108	\$15.09034
26	\$.16461	\$.15836	58	\$1.48455	\$1.13470	90	\$20.04580	\$16.17587
27	\$.16752	\$.16002	59	\$1.62403	\$1.24073	91	\$21.66244	\$17.34343
28	3 17127	3 10211	60	\$1.77650	\$1:05719	92	\$28.52590	\$18:62108
29	\$.17544	\$.16461	61	\$1.94238	\$1.48455	93	\$26.69963	\$20.04580
30	\$ 18003	\$ 16752	62	\$2,12333	\$1.62403	94	\$28.33894	\$21.66244
31	\$.18503	\$.17127	63	\$2.32107	\$1.77650			

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SECTION 4: DEFINITION OF CERTAIN TERMS

The following are key words used in the policy and are important in describing both your rights and ours. As you read this policy, refer back to these definitions.

4.1 THE INSURED.

The person whose life is insured under this policy.

4.2 YOU, YOUR.

The owner of this policy. The owner may be someone other than the Insured.

4.3 WE, OUR, US.

Kansas City Life Insurance Company.

4.4 PROCEEDS.

The total amount we are obligated to pay under the terms of this policy.

4.5 POLICY DATE.

The date from which policy months, years and anniversaries are computed.

4.6 ISSUE DATE.

The date this policy was executed by us. The incontestability and suicide periods for the initial specified amount are measured from this date.

4.7 MATURITY DATE.

The date shown on page 3 when coverage terminates and the cash value, if any, is paid.

4.8 PLANNED PREMIUM PAYMENTS.

The amount and frequency of premium payments you elected to pay in your last application. This is only an Indication of your preference of future premium payments. You may change the amount and frequency of premium payments at any time; however, each premium payment must be at least equal to the minimum premium payment shown on page 3. The ac-

fual amount and frequency of premium payments will affect the cash values and the amount and duration of insurance

4.9 SPECIFIED AMOUNT.

The amount of insurance coverage on the insured. The death benefit paid will depend on the coverage option in effect at the time of death.

4.10 COVERAGE OPTIONS.

Option A provides a death benefit at least equal to the specified amount at the time of death. Option B provides a death benefit at least equal to the specified amount plus the cash value, both at the time of death.

4.11 COST OF INSURANCE.

The charge we make for providing pure insurance protection using the current cost of insurance rates for this policy. It does not include the cost of any additional benefits provided by riders.

4.12 EXPENSE CHARGES.

The amount we deduct to cover our expenses. The premium expense charge is the amount we deduct from each premium payment. The monthly expense charge is included in the monthly deduction. These charges are shown on page 4.

4.13 MONTHLY DEDUCTION.

The amount we deduct on the monthly anniversary day from the cash value to pay the cost of insurance, expenses and the cost of any additional benefits provided by riders for the month beginning on that monthly anniversary day.

4.14 MONTHLY ANNIVERSARY DAY,

The day of each month when we make the monthly deduction for this policy. It is the same day of each month as shown in the policy date or the last day of the month for those months not having such a day.

SECTION 5: POLICY PROCEEDS

5.1. PAYMENT OF PROCEEDS.

We will pay the cash value to you if the Insured is living on the maturity date. If the Insured dies prior to this date, we will pay the death proceeds to the beneficiary upon receiving proof of the insured's death while this policy is in force. When the proceeds are paid, this policy must be returned to us. To the extent-permitted-by-law, proceeds will not be subject to any claims of a beneficiary's creditors.

5.2 AMOUNT OF PROCEEDS PAYABLE AT DEATH.

The amount of proceeds payable upon the Insured's death is determined according to the coverage option

you have elected. The coverage option currently in effect is shown on page 4.

COVERAGE OPTION A. The death benefit will be the greater of:

- (1) the specified amount on the date of death increased by any premiums received during the period from the preceding monthly anniversary day to the date of death; or
- (2) the cash value on the date of death plus 10% of the cash value on the monthly anniversary day preceding the date of death.

COVERAGE OPTION B. The death benefit will be the greater of:

(1) the specified amount plus the cash value, both on the date of death; or

(2) the cash value on the date of death plus 10% of the cash value on the monthly anniversary day preceding the date of death.

Death benefits under either coverage option will be increased by any insurance on the Insured's life provided by riders in force at the insured's death and any premiums received after the date of death. Death benefits will be decreased by any unpaid policy loan and loan interest.

5.3 INTEREST ON DEATH PROCEEDS.

We will pay interest on single sum death proceeds from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us, but never less than the rate required by the state in which this policy is delivered.

SECTION 6: GENERAL PROVISIONS

6.1 CONTRACT.

This policy and application and any supplemental applications are the entire contract. This contract is issued in consideration of the application and payment of the premiums. A copy of the application is attached when the policy is issued. In the absence of fraud, all statements made in any applications either by you or by the insured will be considered representations and not warranties. Statements may be used to contest a claim or the validity of this policy only if they are contained in an application.

6.2 INCONTESTABILITY.

After this policy has been in force during the insured's lifetime for two years from the issue date, we cannot contest this policy unless the cash value is insufficient to cover the next monthly deduction.

Any increase in the specified amount will not be contested after the increase has been in force during the lifetime of the insured for two years following the effective date of the increase.

O:O OLHOIDE.

If the insured dies by suicide, while sane or insane, within two years of the issue date, the amount payable by us will be equal to the total premiums paid on your policy less the amount of any policy loans, loan interest and partial surrenders.

If the insured dies by suicide, while sane or insane, within two years after the effective date of any in-

crease in the specified amount, the amount payable by us associated with such increase will be limited to the cost of insurance for such increased amount.

6.4 AGE AND SEX.

This policy is issued at the age shown on page 3 which is the insured's age on the policy date.

If the insured's age or sex has been incorrectly stated, the benefits under this policy will be adjusted by the difference in the actual monthly deductions made and the monthly deductions which should have been made for the correct age or sex, accumulated at the interest rates that were credited to the cash value.

6.5 TERMINATION OF COVERAGE.

Coverage under this policy terminates when any of the following events occurs:

- (1) you request that coverage terminate;
- (2) the insured dies.
- (3) the policy reaches the maturity date; or
- (4) the grace period ends without the payment of a premium sufficient to provide enough cash value to cover the balance of the monthly deduction.

Section 6: General Provisions (Continued)

6.8 NONPARTICIPATING.

This policy is nonparticipating. It will not participate in any of our profits, losses or surplus earnings.

6.7 ANNUAL REPORT.

Once a year we will send you a report about your policy. The report will show:

- (1) the current specified amount;
- (2) current cash value;
- (3) partial surrenders;

- (4) premiums paid;
- (5) Interest credited;
- (6) all deductions since the last report; and
- (7) the amount of outstanding policy loans and loan repayments, if any.

Upon receiving your written request, we will send you a report at any other time during the year for a reasonable charge as determined by us.

SECTION 7: PREMIUM AND REINSTATEMENT PROVISIONS

7.1 PAYMENT.

Your first premium must be pald when the policy is delivered. There is no insurance until the first premium is paid. All premiums after the first are payable at the Home Office or to a representative authorized to receive premiums. A receipt signed by us will be furnished on request.

7.2 PLANNED PREMIUM PAYMENTS.

The planned annual, semi-annual, quarterly or monthly premium payment is shown on page 4.

7.3 AMOUNT AND FREQUENCY.

You may change the amount of planned premium payments at any time. Each planned premium payment must be at least equal to the minimum premium payment shown on page 3.

We reserve the right to limit the amount of any increase.

You may change the frequency of planned premium payments at any time. Each premium payment will be credited by us as described in Section 10.

7.4 UNSCHEDULED ADDITIONAL PREMIUMS.

reserve the right to limit the number and amount of auditional premium payments. Additional premium payments must be at least equal to the minimum premium payment shown on page 3.

7.5 GRACE PERIOD.

If the cash value less any policy loans and loan interest on a monthly anniversary day will not cover the monthly deduction for the month beginning on that monthly anniversary day, a grace period of 31 days from that monthly anniversary day will be allowed to pay a premium that will provide enough cash value to cover the balance of the monthly deduction. The cash value and the monthly deduction are described in Section 10. If the Insured dies during the grace period, any past due monthly deductions will be deducted from the proceeds.

7.6 REINSTATEMENT.

If the grace period expires without sufficient premiums being paid, the policy may be reinstated within five years after the expiration of the grace period. Reinstatement is subject to:

- (1) receipt of evidence of insurability of the insured satisfactory to us:
- (2) payment of a premium sufficient to provide enough cash value to cover both the balance of the monthly deduction at the time of lapse, with interest from that date, and two months monthly deduction due at the time of reinstatement; and
- (3) payment or reinstatement of any indebtedness against, the policy which existed on the expiration date of the grace period with interest from that date.

Interest at the rate of 6% per year compounded annually on any past due premiums and indebtedness will be payable to the date of reinstatement.

Your policy cannot be reinstated if it has been surrendered for its cash value.

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SECTION 8: OWNERSHIP, ASSIGNMENT AND BENEFICIARY PROVISIONS

8.1 OWNERSHIP.

The Insured is the owner unless otherwise provided in the application. As owner, you may exercise every right provided by your policy. These rights and privileges end at the Insured's death.

The consent of the beneficiary is required to exercise these rights if:

- (1) you have not reserved the right to change the beneficiary; or
- (2) you have named a creditor beneficiary.

8.2 CHANGE OF OWNERSHIP.

You may change the ownership of this policy by giving written notice to us at our Home Office. The change will be effective on the date your request was signed but will have no effect on any payment made or other action taken by us before we receive it. We may require that the policy be submitted for endorsement to show the change.

8.3 ASSIGNMENT.

An assignment is a transfer of some or all of your rights under this policy. No assignment will be binding on us unless made in writing and filed at our Home Office. We assume no responsibility for the validity or effect of any assignment.

8.4 BENEFICIARY.

The beneficiary is shown on the application or in the last beneficiary designation filed with us. Death proceeds will be paid to the beneficiary except as provided in this Section.

If any beneficiary dies before the Insured, that beneficiary's interest will pass to any other beneficiaries according to their respective interests. If all beneficiaries die before the Insured, we will pay the death proceeds to you, If living, otherwise to your estate or legal successors.

If you have reserved the right to do so, you may change the beneficiary by filing a written request in a form satisfactory to us. In order to be effective, the written request for change of beneficiary must be signed while your policy is in force and the Insured is living. The change will be effective on the date your request was signed but will have no effect on any payment made or other action taken by us before we receive it.

The interest of any beneficiary will be subject to:

- (1) any assignment of this policy which is binding on us; and
- (2) any optional settlement agreement in effect at the Insured's death.

8.5 SIMULTANEOUS DEATH OF BENEFICIARY AND INSURED.

Death proceeds will be paid as though the beneficiary died before the Insured if:

- (1) the beneficiary dies at the same time as or within 15 days of the Insured's death; and
- (2) we have not paid the proceeds to the beneficiary within this 15-day period.

SECTION 9: POLICY CHANGE PROVISIONS

9.1 RIGHT TO CHANGE.

At any time after the first policy year, you can request the changes provided for in this Section. Your request must be in writing to us at our Home Office.

9.2 CHANGES IN SPECIFIED AMOUNT.

The specified amount may be changed, subject to the conditions outlined below.

DECREASES IN THE SPECIFIED AMOUNT.

Any decrease will be effective on the monthly anniver-

sary day on or next following the date we receive your application for decrease. Any decrease will be applied first against any increases to the specified amount in the reverse order in which they were made. Any remaining decrease will then be applied against the initial specified amount.

The specified amount remaining in force after any requested decrease may not be less than the minimum specified amount shown on page 3.

Section 9: Policy Change Provisions (Continued)

INCREASES IN THE SPECIFIED AMOUNT.

A request for an increase in the specified amount will be subject to the following requirements:

- an application satisfactory to us must be submitted;
- (2) evidence of insurability satisfactory to us must be submitted; and
- (3) the cash value on the effective date of the increase must be sufficient to provide for the new monthly deduction.

Any increase approved by us will be effective on the date shown on page 4.

9.3 CHANGE IN COVERAGE OPTION.

If the coverage option is Option B, it may be changed to Option A. The new specified amount will be the death benefit as of the effective date of change. The effective date of change will be the monthly anniversary day on or next following the date we receive your application for change.

If the coverage option is Option A, It may be changed to Option B subject to evidence of insurability satisfactory to us. The new specified amount will be the death benefit less the cash value as of the effective date of change. The effective date of change will be the monthly anniversary day on or next following the date we approve your application for change.

9.4 CHANGING YOUR POLICY.

Any change to your policy that is not provided for in this Section must be approved by us and signed by our President, Vice President, Secretary or Assistant Secretary.

An approved change must be endorsed on or attached to your policy. No agent has the authority to make any changes or waive any of the terms of your policy.

SECTION 10: GUARANTEED POLICY VALUES

10.1 NET PREMIUM.

The net premium is the premium payment received less the premium expense charge shown on page 4.

10.2 CASH VALUE.

On each monthly anniversary day the cash value will be equal to:

$$A + B + C - D$$

On any day other than a monthly anniversary day, the cash value will be equal to:

$$A + B + C$$

"A" is the cash value on the preceding monthly anniversary day.

"B" is the net premiums received since the preceding monthly anniversary day.

"C" is interest on "A" from the preceding monthly anniversary day plus interest on each net premium in "B" from the date of receipt of each premium at our Home Office.

"D" is the monthly deduction (as described in Section 10.4) for the month beginning on that monthly anniversary day.

10.3 INTEREST RATE.

Interest will be applied to your cash value by crediting interest to each net premium at rates based on the published 13-week United States Treasury Bill (T-Bill) Discount Rates. These rates are established from the results of each most recent regularly scheduled weekly auction, normally held on Monday. They are not affected by special auctions which may occur between regularly scheduled weekly auctions.

If these regularly scheduled weekly auctions are discontinued, we will substitute an index which in our opinion is a comparable index.

The annual effective rate of interest applied to each net premium is:

- no less than the T-Bill Discount Rate established on the Monday beginning the week in which the premium was received in our Home Office; and
- (2) applied to that premium for the balance of the 13-week period beginning with such Monday.

At the end of this and each successive 13-week period, that net premium and accumulated Interest will begin to accrue interest for a new 13-week period at an annual effective rate no less than the T-BIII Dis-

previous 13-week period.

The interest rates described above may be reduced by income taxes, if any, payable by us on the income producing the interest applied to your premiums.

The interest rate applied to the cash values securing any policy loan will be 3% and will replace the most recently used T-Bill Discount Rate(s).

If the T-Bill Discount Rate is below 3%, we will use 3% as if it were the current T-Bill Discount Rate.

10.4 MONTHLY DEDUCTION.

The monthly deduction for a policy month is equal to:

$$X + Y + Z$$

"X" is the cost of insurance (as described in Section 10.6) and the cost of any additional benefits provided by riders for the policy month.

"Y" is the current monthly expense charge for the appropriate policy year.

"Z" is the current expense charge for increase in specified amount. This charge is applicable only in the policy month in which the increase first becomes effective.

The monthly deduction will reduce cash value earning the most recent T-Bill Discount Rate(s).

10.5 EXPENSE CHARGES.

The current monthly expense charge and the current increase expense charge are shown on page 4. These expense charges will be determined by us based on our expectations as to future expenses. However, any percentage increase in these current expense charges over that shown on page 4 will not be greater than the percentage increase over the same period in the Consumer Price Index for Urban Wage Earners and Clerical Workers-All Items. If the Consumer Price Index is no longer available, we will substitute an index which in our opinion is a comparable index.

We will not deduct the full current monthly expense charge under the following conditions:

- (1) the policy has been in force for at least one year; and
- (2) the monthly increase in cash value would be less than the increase based on
 - (a) the monthly guaranteed interest rate of .24663%; and

guaranteed cost of insurance rate with no monthly expense charge.

10.6 COST OF INSURANCE.

The cost of insurance on any monthly anniversary day is equal to:

$$Q \times (R - S)$$

"Q" is the cost of insurance rate (as described in Section 3).

"R" is the Insured's death benefit on that day divided by no less than 1.0024663.

"S" is the cash value (as described in Section 10.2) prior to subtracting the cost of insurance.

If the coverage option shown on page 4 is Option A and there have been increases in the specified amount, the cash value of this policy described in "S" above will be allocated between the specified amount provided under the original application and subsequent increases. The cash value will be allocated first to the specified amount provided under the original application with any excess allocated to any increases in the order in which they were made.

10.7 COST OF ADDITIONAL BENEFITS PROVIDED BY RIDERS.

The cost of additional benefits provided by riders will be specified in those riders.

10.8 CASH SURRENDER VALUE.

The cash surrender value of this policy is:

- (1) the cash value of this policy at the time of surrender; plus
- (2) any cost of insurance deducted for the period beyond the date of surrender; less
- (3) any indebtedness on this policy.

10.9 SURRENDER.

You may surrender this policy for its cash surrender value at any time.

You may surrender a part of the cash value of this policy_at_any_time. At_the_time_of_such_partial_surrender we will add the partial surrender charge shown on page 3 to the amount of the partial surrender.

Under Option A, the specified amount and the cash value will be reduced by the amount of the partial surrender. The specified amount remaining in force after

any partial surrender may not be less than the minimum specified amount shown on page 3.

Under Option B, the cash value will be reduced by the amount of the partial surrender.

A partial surrender will reduce cash value earning the most recent T-Bill Discount Rate(s).

We have the right to postpone making a surrender payment to you for not more than six months from the date we receive your request.

If a surrender is requested under this provision within 31 days after a policy anniversary, the cash surrender value will not be less than the cash surrender value on that anniversary, less any policy loans or partial surrenders made on or after such anniversary.

10.10 EXTENDED TERM INSURANCE.

If the cash value less any policy loans and loan interest on a monthly anniversary day is insufficient to cover the monthly deduction for the month beginning on that monthly anniversary day, the cash value will be applied to continue the specified amount and any additional benefits provided by riders for a portion of the next month.

The amount of extended term insurance is determined according to the coverage option in effect as of the date insurance is extended under this option.

This provision will not continue the policy beyond the maturity date.

10.11 BASIS OF COMPUTATION.

Minimum cash values and reserves are based on the Commissioners 1958 Standard Ordinary Mortality Table. Our calculations are based on an interest rate of 3% per year on an age last birthday basis.

Reserves are calculated using a modified preliminary term method, but are not less than the reserves computed by the commissioners reserve valuation method.

Cash values under this policy are equal to, or greater than, the minimum values required by law of the state in which your policy is delivered. A detailed statement of the method of computing these values has been filed with the insurance department of that state.

SECTION 11:

LOAN PROVISIONS

11.1 POLICY LOANS.

You may obtain a policy loan by submitting a signed request to us. This policy assigned to us is the only security needed.

We have the right to postpone making a policy loan to you for not more than six months from the date we receive your request.

You may repay your policy loan in full or in part while your policy is in force prior to the death of the Insured. A loan that exists at the end of the grace period may not be repaid unless this policy is reinstated.

All premium payments received will be credited as loan repayments only if so designated. On the date a repayment is received it will be applied to that cash value securing a loan and which has the fewest remaining days in its 13-week period.

Policy loans and any future unpaid loan interest will be secured by cash value earning the most recent T-Bill

Discount Rate(s) at the time the policy loan was made.

11.2 AMOUNT OF LOAN AVAILABLE.

The amount of loan available will be the cash value as of the date of the policy loan less:

- (1) any indebtedness on this policy; and
- (2) any loan interest to the next policy anniversary.

11.3 LOAN INTEREST.

Interest will be charged on a policy loan from the date of the loan at the rate of 8% per year. We may establish a lower rate for any period for which the policy loan is outstanding.

Interest is payable at the end of each policy year and on the date the loan is repaid. If interest is not paid, the loan will be increased by that amount.

11.4 INDEBTEDNESS.

indebtedness means all unpaid policy loans and accrued loan interest. Any outstanding indebtedness will be deducted from the policy proceeds.

Your policy is terminated whenever your total indebtedness equals or exceeds the cash value. We will mail notice to your last known address recorded with us and to the holder of any assignment of record at least 31 days before such termination.

SECTION 12: SETTLEMENT OPTIONS

12.1 PAYMENT OPTIONS.

You may apply proceeds of \$2,000 or more which are payable under this policy to any of the following options:

OPTION 1. INTEREST PAYMENTS. We will make interest payments to the payee annually or monthly as elected, interest on the proceeds will be paid at the guaranteed rate of 3½% per year and may be increased by additional interest. The proceeds and any unpaid interest may be withdrawn in full at any time.

OPTION 2. INSTALLMENTS OF A SPECIFIED AMOUNT. We will make annual or monthly payments until the proceeds plus interest are fully pald. Interest on the proceeds will be paid at the guaranteed rate of 3½% per year and may be increased by additional interest. The present value of any unpaid installments may be withdrawn at any time.

OPTION 3. INSTALLMENTS FOR A SPECIFIED PERIOD. Payment of the proceeds may be made in equal annual or monthly payments for a specified number of years. Interest on the proceeds will be paid at the guaranteed rate of 3½% per year and may be increased by additional interest. The present value of any unpaid installments may be withdrawn at any time. The amount of each payment is shown in Table A.

OPTION 4. LIFE INCOME. We will pay an income during the payee's lifetime. A minimum guaranteed payment period may be chosen. Payments received under the installment Refund Option will continue until the total income payments received equal the proceeds applied. The amount of each payment is shown in Table B.

OPTION 5. JOINT AND SURVIVOR INCOME. We will pay an income during the lifetime of two persons and will continue to pay the same income as long as either person is living. The minimum guaranteed payment period will be ten years. The amount of each payment is shown in Table C.

If the payout rates in use by us at the time proceeds become payable are more favorable than those shown in Options 4 and 5, we will provide a life income using the more favorable rates.

12.2 PAYEE.

The payee is the person receiving proceeds under a settlement option. The payee can be you, the insured or a beneficiary. We will require satisfactory proof of the payee's age and sex under Options 4 and 5.

The contingent payee is the person named to receive proceeds if the payee is not alive.

12.3 MINIMUM PAYMENTS.

The payment under any settlement option must be at least \$25. We may make payments less frequently so that each payment is at least \$25.

12.4 CHOICE OF OPTIONS.

You may choose an option by written notice during the Insured's lifetime. If a settlement option is not in effect at the Insured's death, a choice may be made by the beneficiary.

12.5 AVAILABILITY OF OPTIONS.

These options are only available with our consent if proceeds are payable to an executor, administrator, trustee, corporation, partnership or association.

12.6 OPERATIVE DATE.

The first payment under Option 1 will be payable at the end of the first interest period. The first payment under Options 2 through 5 will be made on the date proceeds become payable.

12.7 DEATH OF PAYEE.

At the death of the payee, any payments remaining will be paid according to the terms of the settlement option chosen, unless the contingent payee elects in writing to receive the present value of any remaining guaranteed payments in a single sum.

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Section 12: Settlement Options (Continued)

if a contingent payee has not been named or does not survive the payee, the following amounts will be paid in one sum to the estate of the payee:

- (1) any amount left on deposit under Option 1; and
- (2) the present value of any remaining guaranteed payments under Options 2 through 5.

If you have not named a contingent payee, or if every contingent payee named by you dies before the payee, you may, by written notice to us, name a new contingent payee. The new contingent payee will receive any amount that would otherwise have been payable to the payee's estate.

12.8 CLAIMS OF CREDITORS.

To the extent permitted by law, proceeds will not be subject to any claims of a payee's creditors.

TABLE A - INSTALLMENT OPTION -For Each \$1,000 of Proceeds Applied

Yesers	Annuel	Monthly	Term of Years	Annuel	Monthly	Term of	-Bogset	Monthly
- 49 40 47 600	\$1000.00 508.80 344.86 863.04 213.39 181.32 150.01 140.56 127.00 116.18	\$94,85 #3,06 29.19 #2.27 16.12 15.35 13.88 11.90 19.75 9.83		\$107,84 99,16 93,78 98,47 93,69 79,89 76,87 73,25 70,87 67,99	\$9.09 7.94 7.49 7.10 8.75 8.47 8.20 5.97 5.76		865.74 851.70 951.96 951.97 851.92 851.92 851.93 85	\$5,56 5,75 5,24 5,09 4,96 4,84 4,73 4,83 4,53 4,63

TABLE B - LIFE INCOME OPTIONS Monthly Income For Each \$1,000 of Proceeds Applied

Age	Minim	nto differenți	NE Hed Paymen	it Period	Minimum (businessed Payment Period			
	None	120 Months	eao Manthe	dragall- epont Parkind		120 Moritie	S 40 Months	
	84.79 4.87 6.08 5.17 6.39 5.51 5.83 5.77 6.91 6.22 6.39 7.72 8.00 6.51 8.64 7.72 8.00 8.51 8.64 8.69 8.87	4.72 4.80 5.86 5.05 5.15 5.25 5.46 3.57 5.86 6.81 6.81 6.81 6.81 6.81 7.01 7.48 7.30 7.72 7.91 8.09	4.50 4.85 4.87 4.73 4.85 4.86 5.00 5.00 5.00 5.00 5.00 5.00 5.00 5.0	4.81 4.88 4.76 4.83 4.00 5.78 5.80 5.80 5.80 5.80 5.81 5.81 5.81 7.05 7.45 7.45 7.40	\$4.56 \$1.50	4.47 4.47 4.47 5.07 5.08 5.09 5.09 5.09 5.09 5.09 5.09 5.09 5.09	1.22 1.35 1.40 1.47 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.15 1.86 1.86 1.86 1.86 1.86 1.86 1.86 1.86	44.24 4.29 4.36 4.49 4.56 4.84 4.17 4.81 4.80 5.00 5.81 5.83 5.83 5.83 5.83 5.83 5.83 5.83 5.83

TABLE C - JOINT AND SURVIVOR OPTION* Monthly Income - Ten Year Guaranteed Payment Period For Each \$1,000 of Proceeds Applied

Maie Age	5 0		- Form	le Ade	70	
80 80 85	\$4.01 4.10 4.17 4.23	44.10 4.81 4.45 4.65	\$4.31 4.51 4.70	84.44 4.70 4.97	\$4.55 4.87 5.23	\$4.65 5.00 5.43 8.93
70 76	4.27 4,30	4.80 4.65	4.86 4.90 6.08	5.46 5.62	5.81 6.97 6.27	8.46 8.96

[&]quot;Amounts not shown for available options will be furnished on request.



OPTION TO INCREASE SPECIFIED AMOUNT RIDER

DEFINITIONS.

The following are key words used in the rider and are important in describing both your rights and ours. As you read this rider, refer back to these definitions.

Regular Option Dates.

Regular option dates occur on the first monthly anniversary day when the insured attains the ages shown below:

lasue Age of Polloy	Number of Regular Option Dates	Ages
0-17	8	18, 22, 25, 28, 31, 34, 37, 40
18-21	7	22, 25, 28, 31, 34, 37, 40
22-24	6	25, 28, 31, 34, 37, 40
25-27	5	28, 31, 34, 37, 40
28-30	4	31, 34, 37, 40
31-33	3	34, 37, 40
34-36	2	37, 40
37-38	1	40

Alternate Option Dates.

An alternate option date will be 91 days after one of the following events has occurred while this rider is in force:

- (1) the insured's marriage;
- (2) the birth of each living child born of the insured's marriage; and
- (3) the insured's legal adoption of a child.

The above events must occur prior to the 90 day period preceding the first monthly anniversary day on which the Insured's age is 40.

THE BENEFIT.

Kansas City Life Insurance Company will allow an increase in the specified amount of this policy on each regular or alternate option date while this rider is in force. The increase in the specified amount will be made without evidence of insurability and will be based on the insured's risk class as of the effective date of this rider.

The effective date of increase in the specified amount will be the regular option date or alternate option date which occurs while the insured is living.

ELECTION OF OPTION.

Your written application for the increase in the specified amount must be submitted to our Home Office within 90 days prior to a regular or alternate option date.

The right to exercise an option on any option date will expire if the right is not exercised by that option date. However, this will not affect your right to exercise an option on any future option date.

The exercise of an option on an alternate option date will eliminate the first regular option which occurs on or after the alternate option date and which has not already been eliminated. You will not be allowed to exercise an option on any regular option date that has been eliminated.

The elimination of all future regular option dates will not prevent the exercise of an option on any future elternate option date.

AUTOMATIC TERM INSURANCE.

We will provide automatic term insurance during the 90 day period allowed for applying for an increase in the specified amount on an alternate option date if this rider is in force on the date of marriage, birth or adoption. The amount of term insurance will be equal

190720-82

to the option-to-increase amount shown for this rider on page 3 of the policy. Any automatic term insurance payable if the insured dies will be included with payment of the policy proceeds.

SPECIFIED AMOUNT LIMITS.

The increase in the specified amount on any regular option date may not exceed the option-to-increase amount shown for this rider on page 3 of the policy.

If an alternate option becomes available because of a multiple birth or adoption, the amount of increase in the specified amount will be the amount available on the next regular option date multiplied by the number of live born or adopted children. The amount of increase in the specified amount will determine the number of regular option dates eliminated.

INCREASE IN MONTHLY DEDUCTION.

The monthly deduction under the policy will be increased for the increase in the specified amount based on the insured's sex, age and risk class for the increase.

DISABILITY OF INSURED.

If your policy includes a Disability Continuance of insurance Rider, increases under this rider will include such continuance benefits and the monthly deduction will be increased accordingly. No evidence of insurability will be required.

If the Insured is totally disabled under the terms of the Disability Continuance of Insurance Rider, the additions to the cash value under that rider will also be made for any future increases in the specified amount elected under options provided by this rider as long as the disability continues.

GENERAL PROVISIONS

The following provisions apply to this rider:

- (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 the applicable policy provisions;
- (3) the effective date of this rider is the same as that of the policy unless this rider is added at a later date. The effective date of this rider will then be specified in the rider description on page 4 of the policy. The time period of the suicide and incontestability provisions of the policy will apply to this rider from the effective date of this rider;
- (4) the cost of insurance for this rider is shown on page 4 of the policy; and
- (5) before an alternate option can be exercised and before payment of the automatic term insurance, we have the right to require satisfactory evidence of the marriage, birth or adoption which created the alternate option.

CANCELLATION.

This rider may be cancelled by you on any monthly anniversary day. Your request must be in writing and filed with us prior to the monthly anniversary day. We may require that the policy be submitted for endorsement to show the cancellation.

TERMINATION OF RIDER.

This rider terminates on the earliest of:

- (1) the date the policy terminates for any reason;
- (2) the date this rider is cancelled by you; or
- (3) the first monthly anniversary day on which the insured's age is 40,

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 139, Kansas City, Missouri 64141-0139.

Watehell Clayiell
Secretary

Chairman of the Board and President

190720-62



Since JROS

AMENDMENT TO MODIFY SUICIDE AND INCONTESTABILITY PROVISIONS

This Amendment forms a part of the policy to which it is attached.

The purpose of this Amendment is to modify the provisions entitled "Suicide" and "Incontestability" with respect to the amount(s) of insurance converted.

"Converted" means issued without evidence of insurability as a conversion from a term policy previously issued by us.

The policy is amended as follows:

For that (each) part of the face amount that was converted, the time period in the provisions entitled "Suicide" and "Incontestability" will be measured from the issue date of the policy(ies) from which that (each) amount was converted.

In all other respects, the terms, conditions and provisions of this policy will remain the same.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 139, Kansas City, Missouri 64141-0139.

Secretary

2/ Wardel Charginel

Chairman of the Board and President

20-DAY RIGHT TO EXAMINE POLICY

Please examine this policy carefully. If you are not satisfied, you may return the policy to us or to your agent within 20 days of its receipt. If returned, the policy will be void from the beginning and any premium paid will be refunded.

192021-80

Used on replacement policies in those states that have adopted the new NAIC Model Replacement Regulation.

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If 1 or 2 answered "Yes", explain in Section 10.

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In the past 3 years have the Proposed Inst

- flown other than as a scheduled airline passenger or do such individuals intend to engage in any such flying in the next 12 months?
 Yes
- 2. engaged in or do such individuals intend to engage in sk diving, motor vehicle racing, skydiving or any other haza dous sport or hobby? ☐ Yes ☑ No

If 1 or 2 above answered "Yes",	Comple	te applical	ole suppleme	ntal que	stion	naire.				VIII. 24			
		SECTION	ON 9: EXIS	TING	INSU	RAN	CE		- 9	5-0-0	3 10 -10	ACCOMMON TO THE REAL PROPERTY.	
List below details of the insurar	nce in fo	rce on the	Proposed Ins	ured(s) (if nor	le, 52	non	e).			_	T	
Primary Insured	Year	Amount	Amount	Otne		rea(2)	юпъе			Yea		ount Life	Amou of AC
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In items 1 through 10 below th To the best of your knowledge 1. Within the past 5 years hav a. been examined, advised	and bei	ier:			d abo	ve.	or a	"No	o" ar ecify eref	swer to condit	er" answer question ions, seven d names ians and	n 10. lde verity, d s and ac	ntify quates, du ldresses
a. been examined, advised practitioner? b. been a patient of, or do or other institution for c. had any electrocardiog 2. a. Have you smoked cigar b. Has cigarette smoking life "Yes", indicate when diagnosis of disease or disease or paralysis? b. sight or hearing? c. the blood or had tumored. heart or blood vessels chest, palpitations or relungs asthma, emphys f. digestive system indicate, intestine or rectum g. genito-urinary system blood, pus or sugar in the bone, joint or muscle rheumatism? i. thyroid, glandular trougenitoring in the primary sugar in the primary system blood, pus or sugar in the primary of glandular trough the prescription of the family me genito-urinary system blood or drugs? 7. Have you any disorder uterus, ovaries or pelvis? 8. Are you pregnant? Date diagnost of the family me primary Insured's househouse in the paragraph of the family me primary Insured's househouse in the paragraph of the family me primary Insured's househouse in the paragraph of the family me primary Insured's househouse in the paragraph of the family me primary Insured's househouse in the paragraph of the family me primary Insured's househouse in the paragraph of the family me primary Insured's househouse in the paragraph of the	o you interconsultate ram, X-ra rettes with habit been n.) have you order of: n-mentate r, cancer s - heart heumatic igestion, n, ruptures, back with the control of pregue?	end to enterion or treaty, or other hin the pastern disconting ever had all illness, consyphilismurmur, of ever? on chitis or ulcer, gaste (hernia)? y, bladder, or spine eatment for eatment for eatment for eatment, menty, ments above ested	er, a hospital, tment or surge diagnostic test 12 months? nued? any indication or press tuberculosis? ritis, liver, gar prostate, all arthritis, generated for the enstruation, but it is a live outside.	on or ilepsy ure in use of the of the									
Names and addres of personal or family physicians (if none, say none).	200		2-8	- 1	Date a eason ast consul						0	Clinic or VA Claim Number	

		REPLACEMENT
amount, premium or period	of coverage including surrende	urrendered, reissued or converted (to reduce of company on this or any other policy? Yes No Section 14.
	SECTION 12: CI	HANGE REQUESTS
Existing Policy Number	☐ Increase ☐ Decrease // Specified Amount to \$	dd Delete Add Delete □ □ ADB\$ □ □ Spouse's Term □ □ □ □ WP □ □ Children's Term □ □
Change to cov- erage Option ☐ B	Al Option	□ □ AI\$ □ Auto Increase \$ □ □ COL Every Your
Owner's Signature	Creditor Beneficiary' Signature	
	SECTION 13: SPE	CIAL RECEIPT CASES
Answer these questions only i		e Special Temporary Insurance Agreement.
or other medical facility, be	days been admitted to a hospital en advised to be so admitted or ecommended? Yes No	2. Have you within the past 2 years been treated for heart t ble stroke or cancer or had such treatment recommende a physician or other medical practitioner?
If either 1 or 2 above is answer money on this individual and i	ed "Yes" or left blank, no agent on no coverage will take effect under	f Kansas City Life Insurance Company is authorized to accer the Special Temporary Insurance Agreement.
	SECTION 14: SI	PECIAL REQUESTS
(Settlement option, Rollar alternate or additional Roll policy, split dollar, etc.)	lover of KCL Policy	y #2029566 CASH VALUE INTO THIS Appl # 2029565 CASH VALUE INTO THIS APPL
	SECTION 15: A	UTHORIZATION
or mental condition and any oth to give the information to Kansa I(we) understand that this infor I(we) agree this Authorization i I(we) know that I(we) have a rig Authorization is as valid as the I(we) acknowledge receipt of t	ner non-medical information regar as City Life Insurance Company or mation will be used by Kansas C is valid for two and one-half year that to receive a copy of this Author original. he Notice of Information Practic	cal care, advice, treatment or supplies with respect to any physicing me(us) or any of my(our) minor children who are to be insurant any consumer reporting agency acting on Kansas City Life's behity Life Insurance Company to determine eligibility for insurance from the date signed. Sorization upon request. I(we) agree that a photographic copy of the case, including the notices explaining my(our) rights under the loorts and the Medical Information Bureau.
	SECTION 16: AGREEM	ENT AND SIGNATURES
and belief, true and complet tion and any policy(ies) issue 2. No agent has the authority rights or requirements, or to 3. The policy and insurance apfull is paid in cash while the the only exception to this is vance payment required by 4. Any increase in specified an or rider under which the ap 5. I(we) agree that this application, plan of insura 6. Any provision in this application.	estatements and answers recorded; they and the answers to any reled on it; to waive the answer to any questions are also and the answer to any questions are also and the area are also and the agreement has been made; th	is policy is delivered to the Applicant and the first premius remains as stated in this application and during their lifet rance Agreement if the agreement has been issued and the son applied for will become effective as specified in the position applied for will become effective as specified in the position applied for will be included in and made a part of any collection of the position of the
I certify that the statements of cant have been correctly record premium payment shown at rig Temporary Insurance Age mer	the Proposed Insured(s) and App led in this application and that the ht has been confected by me and therefor even to the Applicant	li- I(we) have paid \$to the agent in exchange for the Temporary Insurance Agreement and a acknowledge that I(we) fully understand and accept its te
Agent Code Signature of V	Vriting Agent	signature)
Agent Code Signatura 300	Cipy (split case)	Applicant's Signature (if other than Primary Insured)
Agency Code Agency		Other Insured's/Spouse's Signature (if such rider applied

	AGENT'S	REPO	RT
1.	a. How well do you know the Primary Insured (Parent, if child)?		c. What is the source of your information on worth and income?
	☐ Not known ☐ Neighbor ☐ Personal friend ☐ Socially only ☐ Policyholder ☐ Relationship	6.	Complete only if Primary Insured is under age 15. a. If less than 1 year old, what was birth weight? b. If age 5 or older, what is school grade?
	b. Known for years.		c. Father's life insurance:
2.	Did you quote a special class extra premium for Life, WP or ADB? ☐ Yes ☐ No If "Yes", how much?		In force \$Applied for \$ d. Mother's life insurance:
	\$		In force \$Applied for \$
	Why?		e. If the amount in force and applied for on Primary
3.			Insured is more than on brothers and sisters, explain reason below in remarks.
	plication? Yes	7.	Complete only if the Primary Insured and/or Other In-
4.	Are you aware of anything about the health, habits,		sured is or has been married.
••	hobbies, environment or lifestyle which might affect		a. Former name(s)
	the insurability of the Primary Insured? Yes Vivo		b. Spouse's life insurance \$ Spouse's former name(s)
_	If "Yes", explain below in remarks. a. What is the Primary Insured's:	8. 9.	
Э.	net worth? \$ 100,000	Э.	Insured? Yes No
	annual earned income? \$_50000		If "Yes", indicate what medical arrangements have
	income from other sources? \$		been made: Doctor's name or examining facility
	b. What is the Other Insured's/Spouse's annual income from all sources? \$		Date of: examEKG
	MARKS: (Mailing instructions, if to be mailed to other than		
	e name, residence and occupation of three friends, not related to the second se		to nave known the Finnary insured for the past 3 years.
o t	the best of my knowledge the insurance applied for in this applied the this	oplication	will will will not replace existing insurance.
Jac			
Ve:	AGENT'S MAI need your help to determine the marketing effectiveness of o		
	LIFE INSURANCE NEEDS SATISFIED	•	2. METHODS USED TO DETERMINE NEEDS
	(Personal		☐ CNA (Capital Need Analysis)
	Family Income		☐ Estate Liquidity - Form # used
	☐ Mortgage		□ Business - Form # used
	☐ Savings Plan		☐ Package Sale
	☐ Retirement ☐ Education		Other
,	☐ Debt Coverage		3. SOURCE OF CLIENT
	Other		☐ Existing Client
	Business		☐ Spouse of Existing Client
	☐ Split Dollar		☐ Referred Lead
	☐ Key Man		☐ Orphan Policyholder ☐ Direct Mail
	☐ Deferred Compensation		☐ Other
	☐ Buy Sell ☐ Executive Bonus		4. PRIME SOURCE OF RATE CALCULATION
	☐ Section 79		☐ Master Rate Book
	□ Other		☐ Rate Card
23	☐ Estate Liquidity		Ledger Illustration
	☐ Tax Shelter		☐ Key Pact ☐ Home Office Assistance
	☐ Charitable Trust		Other

KANSAS CITY LIFE
INSURANCE COMPANY

(

Broadway at Armour / Box 139 / Kansas City, Missouri 64141-0139 Telephone: (616) 753-7000

(Exhibit B: To be used where the existing and proposed policies are written by the same company)

IMPORTANT NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

Our agent is recommending to you that you purchase a life insurance or annuity policy from us. In connection with this purchase, you have indicated either as a result of his recommendation or at your own initiative, that you may terminate or change your existing policy issued by our company or that you may obtain a loan from our company against your policy to pay premiums on the proposed policy. Any of these actions is a replacement of a life insurance or annuity policy, therefore, this notice must be given to you. Please read this notice carefully.

Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest, however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and of your existing insurance coverage.

To this end, we are required to give you a Policy Summary including complete information on the proposed policy no later than when that policy is delivered to you. In addition, we will, at your request, furnish you with information concerning your existing policy. You may want to discuss your purchase with other advisors. The information you receive will be of value to you in reaching a final decision.

If either the proposed policy or the existing insurance you intend to replace is a participating policy, you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should also recognize that a policy which has been in existence for a period of time may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for a new policy may be higher because rates increase as your age increases. Under your existing policy, the period of time during which our company could contest the policy because of a material misstatement or omission on your application, or deny coverage for death caused by suicide, may have expired or may expire earlier than it being proposed policy. Your existing policy may have options which are not available under the policy being proposed to you or may not come into effect under the proposed policy until a later time during your life. Also, your proposed policy's cash values and dividends, if any, may grow slower initially because the company which are more important to you.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

After we have issued your policy, you will have twenty days from the date the new policy is delivered to you to cancel the policy issued on your application and receive back all payments you made to us.

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(continued on reverse side)

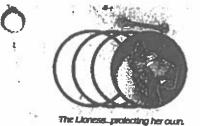
CAUTION

If, after studying the information made available to you, you do decide to replace the existing life insurance or annuity with our company with a new life insurance or annuity policy issued by our company, you are urged not to take action to terminate or alter your existing life insurance or annuity coverage until after you have been issued the new policy, examined it and have found it to be acceptable to you. If you should terminate or otherwise materially alter your existing coverage and fail to qualify for the life insurance or annuity for which you have applied, you may find yourself unable to purchase other life insurance or annuities or able to purchase it only at substantially higher rates.

I have received and read a copy of this Replacement Notice.

Cy Nech

(Signed)



KANSAS CITYLIFE

Since IROS

This Endorsement forms a part of the policy to which it is attached.

INSURED

POLICY NUMBER

Meek, Christopher Y.

#2 282 560 UL

Kansas City Life Insurance Company is unable to issue the above policy exactly as applied for. Therefore, the policy is offered subject to the following modification:

Assured Insurability decreased to \$35,000. Minimum modified annual premium will be \$481.44.

In all other respects, the terms, conditions and provisions of this policy will remain the same.

No insurance under this policy is effective until this policy is accepted as modified and the first premium is paid in full in cash.

ACCEPTED BY)

Owner's Signature

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 139, Kansas City, Missouri 64141-0139.

2. Markel Charginel Secretary

Chairman of the Board

and President

192027-80

RETURN TO AGENCY SERVICES DEPARTMENT

SEP 15 1300 No.	184110		Application for Insurance
Full Name (include any former names) Chair topher	4 meet	Social Sec. No	3 2 6 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Male	Date of Birth	City an	d Birth Mo
Street Address	City	State	Zip Code
Rent at Addr. 4 Prior Address (if less than 2 years)			
Home Phone No. Business Phone No. ext.	Most convenient time and place to contact	OFGE License	
All occupations and exact duties Attorney		Spas, Ks.	Yrs. employed 1 (If less than 2, show prior occupation in Special Requests.)
	ified/ Amount \$	Planned/A Premium	
Automatic	☐ Disability Conti	Riders nuance of Insurance (UL)	
Reason for Special Class Premium	☐ Spouse's Term	units (UL) units (UL)	
Universal Life Coverage Information □ Option A - Level □ Option B - Increasing Death Benefit Death Benefit	Other Insured (Assured Insural Cost of Living	Coverage (UL) (complete page polity \$	te 3.)
Planned Payment Period Planned Maturity Date	☐ Waiver of Prem☐ FTB-1 ☐ F	TB-2 FTB-C	units (Non UL)
Notices to: □ Primary Insured □ Owne	er 🗆 Other	If other, give name	and address below.
Ann SA Qtly Mo PAC GA CB Single Other_		MA TO ESC. HOLES	
Primary		Relationship	Equally to
Contingent		Polosico shira	or to the survivor.
Full Name		Relationship Relationship to	□ Male
Date City and	Ic	Primary Insured Soc. Sec. No.	□ Female
Successor			iple successor owners, show order
Owner Rel	ationship	Relationship to	stribution in Special Requests.)
Name □ Male Street		Primary Insured	Zip
☐ Female Address	City	State	Code
(Policy date, alternate or additional policy, exi	isting PAC or CB number,	etc.)	Home Office Endorsements
\$1500 \(\text{S1} \)			

Page 2

Application for Insurance (continued)

OTHER . Insureds (ob	Full Name (include any former names)	Specified Amount	Accidental Death Benefit
1st Ol	CASEY Vouma Meek	\$	\$
2nd Ol	Dylan Wagner Meck		\$
3rd Ol		\$	\$
4th Ol		\$	\$
5th Ol		s	\$

Complete the following for Other Insureds over age 18. If years employed is less than 2, show prior occupation in Special Request. If any information is iden-

Other Insureds	rimary Insured's, write Same. Social Security Number	City and State of Birth	Occupations and Exact Duties	Employer's Name and Address	Yrs. Emp.
1st Ol					
2nd Ol					
3rd Ol					
4th Oi					
5th OI					

Other Insureds	Marital Status	Street Address, City, State, Zip	Telephone No. (home) (work)	Most Convenient Time and Place To Contact	Driver's License Number
1st Ol			()		
2nd Ol			()		
3rd OI			()	and all store against an engineering	altha ()
4th OI			()		
5th Ol			()		
1927:00-00			Page 3		



No. 184110

Application fo Insurance (continued)

P.P.A. SEP 1 2 1986

TEMPORARY DISTURBANCE A CONTENTS	70			1 5 138P	
(DAL-HEALTH QUESTIONS	Has(Have) the person(s) list	ed as proposed in:	sured(s) in the He	ealth Statement of the a	application:
 within the past 90 days, been adm performed or recommended? 	itted to a hospital or other medical	facility, been advise	ed to be admitted,	or had surgery	pprication,
within the past 2 years, been treater or other medical practitioner?	for heart trouble, stroke, or cancer,	or had such treatm	ent recommended	by a physician	
If either of the above questions is answ authorized to accept money and no insu posed insured(s), no insurance will take	ered Yes or left blank with respectance will take effect under the TIA effect under the TIA for that (those	t to the Primary In If either of the abo I individual(s).	sured, no agent ove questions is an	of Kansas City Life Insuswered Yes with respe	rance Company ict to any other pro
Name(s) of individual(s) to which any Ye	answer applies and who do(does)	not qualify for tem	porary insurance		
Jan State Self Strategister		- Sava		Q .	
Will any existing life, h coverage including surrifrom this or any other policy?	ealth or annuity contracts be lapsed ender options) if the proposed police to No If Yes, give name of co	, surrendered, reiss y is issued? () mpany(ies).	vied or converted Yes To	to reduce amount, pre Will proposed policy be	mium or period o financed by loans
	Evidence of I	nsurability			
List details of insurance (If none, indicate none	e in force on all proposed insureds e.)	. If proposed insu	red is under age	15, provide information	n for parents.
Name	Company	Year Issued	Amount of Life	Amount of ADB	Annual Premium
## Chpis	KCL	1995	60,000	35000	\$
I. In the past 3 years requested?	have the proposed insureds applied	for life or health i	nsurance or reins	statement without recei	ving it exactly as
2. Do any of the proposed insureds have an ar	oplication for life or health insurance If 1 or 2 answered Yes, please ex	nending in any of	her company or is	ntend to apply for such	insurance within
			Charge State of Law or Assessment		
1. In the past 3 years ha	we the proposed insureds flown othing in the next 12 months?	er than as a schedu	led airline passen	uger or do such individu	als intend to en-
In the past 3 years have the proposed insumotor vehicle racing, skydiving, ballooning if 1 or 2 above answered Yes, complete quantum statements.	reds engaged in or do such individ	its &-Ti0		ous sport or hobby suci	h as skin diving,
If any proposed insured(s) is(are) th weight?	If any page 5-1:	roposed insured(i, what is grade i	s) is(are)	//-
the amount in force and applied for on any issured is more than on brothers and sisters,	proposed				
sings is more than on prothers and staters,	prease explain.			. 74	

Application for Insurance (continued)

				-	-	-	-		-	-		1
Print full names of a	all Relationship							HEROMA BUTTON		Weight	_	Present
to be insured.	to Primary		rthdate		A	Sex	Ft.	Build In.	Lb.	in pas Gain	Loss	Amount
	Insured	Month	Day	Year	Age	X	6		185	-	re	X
1. Primary Insured	1000000	^	Α	-		_		201	38 V.		24	Work
2. CASEY 4. Meck	Child	I KEE				m	10	-	the same of			
3. Dylon W. Meck	Child		20	, Ga		m		214	2514	RU	we	None
4.									- 1			
5.												
			1									
6. items 1 through 10 below the word			-	1 11 1			_	Cinal	DATE A	S to Ves	anewers to	questions 1-9
to the best of your knowledge and beli Within the past 5 years have you: a. been examined, advised or treated b. been a patient of, or do you inter- tion for consultation or treatment c. had any electrocardiogram, X-ray,	ief: d by any physician o nd to enter, a hospi or surgery? , or other diagnostic	r other pr al, clinic tests?	actions or oth	er instit	u-			insure dates, dresse faciliti	d(s), que duratio s of all	estion, spen n, aftereff attending	cify condit	entify proposed tions, severity, names and ad- s and medical
or disorder of: a. brain or nervous system - mental b. sight or hearing? c. the blood or had tumor, cancer o d. heart or blood vessels - heart m or rheumatic fever? e. lungs - asthma, emphysema, broof digestive system - indigestion, rectum, rupture (hernia)? g. genito-urinary system - kidney, h in urine? h. bone, joint or muscles, back or s i. thyroid, glandular trouble or dial	or syphilis? urmur, pain or pres nchitis or tuberculos ulcer, gastritis, liver pladder, prostate, all coine - arthritis, gout	sure in cis?, gallblad	hest, paider, in	alpitatio stestine	ens or				AL-PER THURSDAY			A TUNG
4. Have you ever had a diagnosis of or	treatment for high b	lood pres	sure?				X					4
5. Do you take prescription medicine?					🗿			100				
6. Have you sought advice, been treate	d or arrested for the	use of ale	cohol o	a grass	- 3		P0 1					
7. Have you any disorder of pregnar	ncy, menstruation,	breasts, u	derus,	ovaries	70							
nelvis?	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				100							
pelvis?			 D-i	, Innie	 Jia							
pelvis?	ed above live outsid	e of the	Primar	y Insure	d's							
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No.184110

P.P.A. SEP 12 1986 (continued)

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3	CNATURE	It is unders	tood and ag	reed as follows:				34			
1.	The statements and true and complete.	answers reco	orded in all pa	arts of this applica	ation, Number_	184:	110	, are to the b	est of my(our)	knowledge	and belief
2.	This application, an	d the answe	rs to any requ	uired medical ex	am, will becom	e a nart of a	ny nalicy i	record on its			
3.	No agent has the au	thority to w	aive any of th	ne Company's ric	this or rules o	th make or	all policy t	ssued on It.			
4.	The insurance applies this application: (1) to porary Insurance Ag	ed for will tal he policy is d	ke effect only a delivered to the	after the following	g occur while th	e proposed in	nsured(s) is	are) living an	his/her(their)	health is a	s stated in the Tem-
5.	Any changes or additional issued on this application unless accepted in warming and the control of the control	tions made by ation. Howev	y the Company er, any change	v in "Home Office	o Cadamana	JI . MI					псе policy e effective
6.	I(We) have received	the Privacy	Notice which	explains myfour)	rights under t	he Fair Cradi	i Danasta	. A			
7.	I(We) have paid \$understand and accept	pt its terms.		to the agent in e	exchange for the	Temporary	insurance /	Act. Igreement and	1 I(we) acknow	ledge that	i(we) fully
con insu eligi	THORIZATION: I(We) part of Kansas City L sumer reporting agen urance coverage; or ar ibility for insurance. I y of this Authorization	cy or employ ny other non- (We) agree th	er. "Informati -medical facts. is Authorizati	on" means facts [(We) understand	of: a medical na	ture in regard	d to my(our be used by i	reau, Inc., In:) physical or I Kansas City L	surer, reinsurer mental conditio ife Insurance C	r, governm m; employs	ent agency ment: othe
Date	ed at Colum	bus,	Ks.		-	this 1	/ da	y of Le	ol.	, 1	984
Prim	my laurof's Signature (i under 15, pa	rent/guardian sig	nature)	Ap	plicant's Signal	bare (if other	than Primary Ins	wred)	h <u>u. </u>	
70-	ne's Signature (il FTB app	tied for)				t Other Issure	l'e Signature	(il over age 18)			
0CQ0	d Other Invered's Signal	are (if over age	: 18)		— This	d Other Insure	of's Signatur	i (if over age 18			
	Other Inserve s Signatu	-						(if over age 18)			
plic	I certify the cation and cant.	hat the staten d that any pro	nents of the P emium payme	rimary Insured, a ent shown in item	applicant and ar 7 above has be	y other prop en collected	osed insure by me and	d(s) have been a Temporary l	n correctly reco	orded in the	is appli- n to the
the	e best of my knowled	g e the insur	ance applied	for in this applic	cation 🗆 will (Will not re	place existi	ng insurance.			
ere	all proposed insureds	seen by you	u at the time	of application?	D-Yes (⊃ No.	lf No, an e	xamination is	required.		
ent C	ode Signature of	Writing Agent		many.	Agent	Signati	ure of Other	Aguntis) (if spli	case)		_
ncy (Code Agency	2	<u> </u>		_						

Agent's Report

1. Annual earned income \$ 60,000 2. Annual household income \$ 60,000 3. Spouse's occupation Home makes 4. Spouse's age 31 5. Number of dependent children 2 6. Age of youngest child 2	7. Highest level of education Primary Insured Spouse Some high school High school graduate Some college, trade or technical school College graduate Post graduate study
Number of years you have known Primary Insured	4. Initial door opener 1. Personal insurance 2. Business insurance 3. Qualified plan 4. Group 5. Other
2. Source of Primary Insured 1. Existing client 2. Relative to client 3. Referred lead 4. Orphan policyowner 5. Cold call 6. Pre-Approach letter 7. Acquaintance 8. Other	5. Number of interviews to close this sale 6. Time this sale was made
3. Type of relationship 2. Business 2. Civic 3. Social 4. Other	8. Description of Primary Insured's community 1. City 2. Town 3. Suburb 4. Rural
1. Primary purpose of sale 1. Pamily income 2. Mortgage protection 3. Education 4. Retirement 5. Debt coverage 6. Estate planning 7. Other	2. Number of household members Insured by Kansas City Life (including Primary Insured)
COMPLETE FOR BUSINESS	2. Number of years in business
1. Primary purpose of sale 1. Split dollar 2. Deferred compensation 3. Key employee 4. Executive bonus 5. Buy/Sell arrangement 6. Pension or profit sharing 7. Other	3. Type of business 1. Corporation 2. Sub-S corporation 3. Partnership 4. Sole proprietor 4. Approximate net worth as of prior fiscal year \$
II. Out	Page 7



No. 184110

P.P.A. SEP 12 1986

Policy Change Request

	DI DACE DECE	D MO DOL	101/ 011/11/			- 12	-	-		Section 1	1300			
District of the	PLEASE REFE	K TO POL	-	SE REQUE	ST INS	TRUC	TION	S ON	PAGE	1	200			
REGERATION	Number 229	2,560	Plan Name B	effee	Lit	ce				S	Specifie Face A	ed/ mount \$ _{	0,000	
New Universal Life	Name Bet		-	dia B				Spi	w Face/ ecified /	,		95 N	20	
Coverage Option	Death Benefi			otion B - Inc ath Benefit	reasing				Current I Amou	mt?				
Effective Date 16/18/1	91		New Plan	ned	770	28		-	Al Optic			N	0	
10/10/			Annual Pi	remium \$	31	<u>- 22</u>			Date	101	18/	186		
Add Delete	Tradition	al Riders								Uni	versal	Life Rider	9	
□ □ ADB	\$		·			Add	Delete	ADB	\$					
. D D WP								DCOI		_				-
0 D F778-1_	units							AI S	se's Ter	m		units		_
	units units							Child	ren's Te Insure	erm	2	units		
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												3. 0.2		_
			200											
	is a removal o		□ Yes	Premium			D		D	0		0 0		-
Primary Beneficiary	in rating requ	ested?	□ No	Notices	Ann	SA	Qtly	Мо	PAC	GA	СВ	Single Oth		
(with right to change)						Rela	ationsh	ip					Equally to	
Contingent Beneficiary (with right to change)					-						_		or to the	-
Owner's						Kesa	tionsh		lationsh	in to	7.5	3 121	survivor.	
Name Male Date									imary In					
☐ Female of Birth		1	City and State of Birth	98: E R-1, 77					ec. No.	N		120		90.00
Successor		1.0		T		-	To	raxpay	er I.D.	-	tinia es	Inches of the	ners, show or	
Owner's Name				Relation						and di	istribut	ion in Spec	iters, snow or ial Requests.)	raer)
A CANADA	Address changes, exi	sting PAC or	CB number,	billing notic	e change	s, etc.)	، دشه		-		-	100 m 100 m 100 m	
full Amount	of \$35,	000	Also	PICK	UD VID	Fo	L.	NId Po	CR	קם עם	710 T.N	N IN	The	
Children				7100	٠ سرن			,,,,		77		J-111 (G		
O STATUTE OF STREET STREET		-												
	We) understand and	agree that th	e change recu	metad will b	a affantis		d							
to and and me change	We) understand and its approved at the	nome Office	or the Comp	anv:		e on t	ine late	st of the	be follo	wing				
 the date specified in the date any require 	n the policy of rider ed premium has bee	r under which en naid	h the change	is made; or										
Dated at Colum		/_							-	,				
Dated at 174.W	1/2	A		·	thi	s <u>//</u>	day	و ا	Sep	<u> </u>			. 19 <u>86</u>	
27291 1900	w M.	Fleen	landing a region		k		' /	ノ	1	M	L	eh	4	
gent Code Signature	of Writing Agent	/			Owner	s Sage	ature		1					-
998 Vas4	ep.													
gency Code Agency		C#J			Credite	r Bene	ficiary	or Assig	moe's Sig	pature	(if any)			-
	070 142 10		-			-	_			2				

Request to Terminate Coverage and Transfer Policy Value

and Iranster Pone		
TERMINATION AND THANSFER REQUEST	The owner hereby requests that all coverage under the policies listed below be to ferred to the new policy applied for under the application bearing the number of	rminated and any existing policy values trans- f this request.
And the last of th	Insured's Full Name	Existing Policy No.
CERCITAR DATE	If the new policy is issued as applied for, the Company's liability will begin on The Company's liability under the policies being terminated will cease on the state of the s	ame date.
If the new policy is issue Company's liability under	ned other than as applied for, the Company's liability will begin on the date the ower the policies being terminated will cease on the same date.	
LIMITATION OF COVERAGE	Coverage under the policy being applied for will not be in effect at the under the policies listed above.	ame time as the coverage being terminated
This limitation of coverage number of this request.	e will not apply to coverage provided under any Temporary Insurance Agreement iss	ued in connection with the application bearing the
ACTEC MENT AND SIGNATURES	It is understood and agreed as follows:	
2. The insurance applied 3. No agent has the au	d and understands the terms of this request and agrees to be bound by the limital fied for will take effect on the appropriate effective date of coverage outlined above authority to waive any of the Company's rights or requirements or to make or alte terminated will be released to the agent on the date the new policy is accepted.	
Dated at	thisday	of, 19
Owner's Signature(s)	Codew Beneficiary o	r Assignos's Signature (if any)
CORPORATE OWNER	If above policies are ontired by a corporation of the state of the sta	and obtain the signature of two corporate officers.
	SEP 15 1936	
Hame of Corporation	WESE ENGINEER	
By: President or Vice President	Secretary or Assistant	t Socretary
Liethernt d. Alcs Liethern		

KANSAS CITY LIFE INSURANCE COMERNY	No.	200212	9 198	9	7	Application for Insurance
Full Name (include	-d -d	V m	v	Soc		
any former names) Ch RI D Male Married Divorced		Date Date			. No City and	
☐ Female ☐ Single ☐ Separated		of Birth	Ag	36	State of Birth	10
Address	c	ity	Sta	ite A	Zip Code	
Own No. Yrs. Prior Address (if less than 2 years)					100	
Home Phone No.		Most convenient time			Driver's	
Business Phone No.		and place to contact	I Tall		License No.	aland #1/ft hard
tions and	l nan	ployer's Lywch me and			12 chow	ployed 7 (If less than prior occupation in
exact duties Attorney	-	iress Barton	Spy		The Date of the Land of the La	Requests.)
The state of the s	□ Non-Smoker Spe □ Smoker Fac	ecified/ ce Amount \$			Planned/Annual Premium \$	
Automatic		C. Disability Com	Hausaa	R	iders	
Reason for Special		☐ Disability Coni☐ Accidental Dea	th \$			
Class Premium		☐ Spouse's Term ☐ Children's Ter	m	units	(UĹ)	
Universal Life Coverage Inform Option A -Level Option	n B - Increasing	☐ Other Insured ☐ Assured Insured	Coverage ability \$_	(UL) (com	plete page 3.)	_
	Benefit	□ Cost of Living □ Waiver of Pres	1.5			_
Planned Pay- Planned ment Period Maturity Date		□ FTB-1 □ I	FTB-2	□ FTB-C.	units (N	ion UL)
ment Period Maturity Date		Other	other d	ve name a	nd address below.	
The second secon					IN MARKINGO COLOTI.	
Notices to: D Primary Insu		☐ Other	a diameter			
0 0 0 0 0 0	ored Owner Single Other					
Ann SA Qtiy Mo PAC GA CB	0 0		1			Equally to
Ann SA Qtly Mo PAC GA CB	0 0		Relatio			Equally to the survivor
Ann SA Qtty Mo PAC GA CB Primary	0 0		Relatio	enship		
Ann SA Qthy Mo PAC GA CB Primary Contingent	0 0		T	onship onship	in to	the survivor or to the
Ann SA Otty Mo PAC GA CB Primary Contingent Full Name	0 0		Relatio	enship	sured	the survivor or to the
Ann SA Qtly Mo PAC GA CB Primary Contingent Full	Single Other		Relatio	enship enship Relationsh		the survivor or to the
Ann SA Qtty Mo PAC GA CB Primary Contingent Full Name Male Street Female Address City and	Single Other	City	Relation S S Soc. S	enship Primary Instate Relationship	Zip Code	the survivor or to the
Ann SA Qtly Mo PAC GA CB Primary Contingent Full Name Male Female Address	Single Other	City	Relation S S Soc. S	onship Relationshi Primary In state ec. No. yer I.D. No.	Zip Code	the survivor or to the survivor.
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Application for Insurance (continued)

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Request to Terminate Coverage and Transfer Policy Value

and Transfer Po		
	The owner hereby requests that all coverage under the policies listed below be terminated and any existing ferred to the new policy applied for under the application bearing the number of this request.	g policy values trans-
UPPER DESIGNATION OF THE PERSON OF THE PERSO	Insured's Full Name Existing Poli	icy No.
	America s an inches	
		W
DE COVERAGE	If the new policy is issued as applied for, the Company's liability will begin on the date the new policy. The Company's liability under the policies being terminated will cease on the same date.	is approved for issue.
If the new policy is is: Company's liability und	issued other than as applied for, the Company's liability will begin on the date the owner signs for and accepts under the policies being terminated will cease on the same date.	the modified policy. The
CHARGE CON	Coverage under the policy being applied for will not be in effect at the same time as the cover	age being terminated
OF COVERAGE	under the policies listed above.	
This limitation of cover number of this request	verage will not apply to coverage provided under any Temporary Insurance Agreement issued in connection with the	ne application bearing the
ACREMENT AND SIGNATURES	It is understood and agreed as follows:	
1. The owner has re	s read and understands the terms of this request and agrees to be bound by the limitations of coverage outlined	d above;
O. Ma arout has the	applied for will take effect on the appropriate effective date of coverage outlined above; the authority to waive any of the Company's rights or requirements or to make or alter any contract;	
4. The policies being	eing terminated will be released to the agent on the date the new policy is accepted.	8 8 4
		33
Dated at	this day of	, 19
Owner's Signature(s)	Creditor Beneficiary or Assignee's Signature (if at	
CORPORATE OVER	If above policies are owned by a constraint please the name of orporation and obtain the signature SNB NBN	of two corporate officers.
	SEP 81 1988	
Name of Corporation	MENTE SERVICE	
By:	Weigh	
President or Vice President	Secretary or Assistant Secretary	_
2		



KANSAS CITYLIFE INSURANCE COMPANY

Since 1895

POLICY AMENDMENT

INSURED

POLICY NUMBER

CHRISTOPHER Y MEEK

2 282 560

This policy has been amended as follows:

In consideration of the statements made on your request dated SEPTEMBER 6, 1989 , we have INCREASED SPECIFIED AMOUNT TO \$130,000 on this policy. It is understood and agreed that the changes are effective OCTOBER 18, 1989.

In consideration of the changes requested the minimum annual premium for this policy effective OCTOBER 16, 1989 is \$637.92 . The planned premiums are as follows:

> Annual \$ 773.28 Semiannual \$ 386.64 Quarterly \$ 193.32 Monthly Special Billing \$ 64.44 (Monthly)

A copy of the request for the change(s) is attached.

All other terms and conditions of this policy remain as stated therein.

Dated at KANSAS CITY, MISSOURI on this 19TH day of OCTOBER , 1989.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 139, Kansas City, Missouri 64141-0139.

2. Marchael Charginel Secretary

Chairman of the Board

and President

192004-80

	KANSAS (INSURANCE	TTY LIPE COMPANY		1 1	lo.	3872	35			~, J	E	Application for Insurance
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□ Female	Address				City	-			State		Zip Code	
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Application for Insurance (continued)

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3. the date any required	premium has bee	en paid.												
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No. 387235

Request to Terminate Coverage and Transfer Policy Value

NAME OF THE PARTY OF THE PARTY.		Landa and Side of Second Secon	terminated and any existing policy values trans-
THE PROPERTY AND PARTY.	The owner hereby requests that all coverage under the served to the new policy applied for under the server.	pplication bearing the number	e terminated and any existing policy values trans- r of this request.
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THE RESIDENCE AND ADDRESS OF RESIDENCE			se same time as the coverage being terminated
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THE R. P. LEWIS CO., LANSING, MICH. 499, LANSING, ST., LANSING, ST., LANSING, ST., LANSING, ST., LANSING, ST.,	The same and the s	mpovary Insurance Agreement	issued in connection with the application bearing the
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ACREMENT AND SIGNATURES	It is understood and agreed as follows:		
1. The owner has re-	ad and understands the terms of this request and	agrees to be bound by the lin	nitations of coverage outlined above;
3. No amont has the :	lied for will take effect on the appropriate effective authority to waive any of the Company's rights or	requirements or to make or	alter any contract,
4. The policies being	terminated will be released to the agent on the d	late the new policy is accepte	d.
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By:		Secretary or Assi	stant Secretary
President or Vice Preside	3		
1100		Page 9	



KANSAS CITY LIFE INSURANCE COMPANY

Since 1895

Policy Amendment

INSURED CHRISTOPHER Y MEEK

POLICY NUMBER 2 282 560

This policy has been amended as follows:
In consideration of the statements made on your request dated OCTOBER 12, 1992, we have INCREASED THE SPECIFIED AMOUNT TO \$165,000 on this policy. It is understood and agreed that the changes are effective OCTOBER 18, 1992.

In consideration of the changes requested, the minimum renewal premium for this policy effective OCTOBER 18, 1992, is \$813.72, to the next policy anniversary.

The planned premiums are as follows:

Annual \$ 792.00
Semiannual \$ 396.00
Quarterly \$ 198.00
Monthly \$

Special Billing \$ 66.00
(Monthly)

A copy of the request for the change(s) is attached.

Increase expense charge \$.12 per thousand monthly for 12 months following an increase.

All other terms and conditions of this policy remain as stated therein.

This Policy Amendment is being issued to you in lieu of issuing a revised page 4 for your policy.

Dated at KANSAS CITY, MISSOURI on this 20TH day of OCTOBER, 1992.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 419139, Kansas City, Missouri 64141-6139.

Secretary

President

192004-80

JS 44 (Rev 09/10)

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MISSOURI

CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use <u>only</u> in the Western District of Missouri.

The completed cover sheet must be saved as a pdf document and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s):

First Listed Plaintiff: Christopher Y. Meek;

2 Citizen of Another State; Kansas

County of Residence: Outside This District

Defendant(s):

First Listed Defendant:

Kansas City Life Insurance Company;

4 Incorporated or Principal Place of Business in This State;

County of Residence: Jackson County

County Where Claim For Relief Arose: Jackson County

Plaintiff's Attorney(s):

Patrick J. Stueve (Christopher Meek) Stueve Siegel Hanson LLP 460 Nichols Road, Suite 200

Kansas City, Missouri 64112 **Phone:** 816-714-7100

Fax: 816-714-7101

Email: stueve@stuevesiegel.com

Ethan M. Lange (Christopher Meek)

Stueve Siegel Hanson LLP 460 Nichols Road, Suite 200

Kansas City, Missouri 64112

Phone: 816-714-7100 **Fax:** 816-714-7101

Email: lange@stuevesiegel.com

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Basis of Jurisdiction: 4. Diversity of Citizenship

Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: 2 Citizen of Another State

Defendant: 4 Incorporated or Principal Place of Business in This State

Origin: 1. Original Proceeding

Nature of Suit: 110 Insurance Contracts

Cause of Action: 28 U.S.C. § 1332(d)(2). Breach of Contract, Conversion, Declaratory and Injunctive Relief

Requested in Complaint

Class Action: Class Action Under FRCP23

Monetary Demand (in Thousands): >\$5,000,000

Jury Demand: Yes

Related Cases: Is NOT a refiling of a previously dismissed action

Signature: Patrick J. Stueve

Date: 6/18/2019

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.