

IN THE CIRCUIT COURT FOR KNOX COUNTY, TENNESSEE

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CURTIS J. McCRAW, deceased, by )  
STEPHANIE ROSS McCRAW, surviving )  
spouse and personal representative, )  
and STEPHANIE ROSS McCRAW, )  
individually, )

Plaintiffs, )

vs. )

SETTLERS LIFE INSURANCE )  
COMPANY, )  
1969 Lee Highway )  
Bristol, VA 24203-8600 )

Defendant. )

CIVIL ACTION

NO. 3-180-09

*Jury Demanded*

COMPLAINT

65-266

Comes the Plaintiffs, Curtis J. McCraw, deceased, by Stephanie Ross McCraw, surviving spouse and personal representative, and Stephanie Ross McCraw, individually, citizens and residents of Knox County, Tennessee, and sues the Defendant, Settlers Life Insurance Company, an insurance company licensed to, and, in fact, doing business in the State of Tennessee, upon which service of process may be had on any authorized agent, officer, servant or employee at Michael W. Lowe, President, 1969 Lee Highway, Bristol, Virginia 24203-8600. The Plaintiffs would respectfully show unto this Honorable Court the following:

1. On April 19, 2008, the Plaintiff, Curtis J. McCraw, was an insured of Defendant Settlers Life Insurance Company. A life insurance policy, purchased by the Plaintiffs and

issued by the Defendant, Settlers Life Insurance Company, was in effect in favor of the Plaintiff at this time.

2. On April 19, 2008, the Plaintiff was shot in the back and was murdered through said act. The murderers have not been identified or apprehended.

3. Demand was made by the Plaintiff upon the Defendant insurance company for payment of the life insurance policy. After investigating the death of the Plaintiff, Curtis McCraw, the Defendant, Settlers Life Insurance Company denied payment on the policy based on pre-existing medical conditions of the Plaintiff, Curtis McCraw, which were not Mr. McCraw's cause of death. Attached hereto as Exhibit No. 1 is a "Individual Whole Life Policy" and Exhibit No. 2 "Letter of Denial" which were prepared by an agent of the Defendant, Settlers Life Insurance Company, and provided to the attorney for the Plaintiffs.

4. Upon reading the Individual Whole Life Policy and the Letter of Denial, the attorney for the Plaintiffs observed that the reason for denial of payment was for a pre-existing liver condition, Hepatitis C.

5. Subsequently, based on Defendant, Settlers Life Insurance Company's findings the Defendant insurance company and adjusting company refused to make payment under the Accident Death Benefit in the amount of twenty-five thousand dollars (\$25,000.00).

6. Although the Plaintiff, Stephanie Ross McCraw, has performed all conditions precedent to her right of recovery under the above-referenced insurance policy, the Defendant has failed and refused to make payment to the Plaintiff. The failure of the Defendant to pay the death benefits entitled to her as the Beneficiary of her husband's life

insurance policy has placed a tremendous hardship upon the Plaintiff. The failure of the Defendant to pay the Plaintiff is and has been, without justification and the payment has been withheld from the Plaintiff in bad faith, such that the Plaintiff is entitled to recover, in addition to the amount due under the policy, an additional amount equal to twenty-five percent (25%) of the face amount of the policy, pursuant to Tennessee Code Annotated §56-7-105.


7. The Plaintiff alleges that the Defendant violated the Tennessee Consumer Protection Act (Tennessee Code Annotated §56-7-101 et seq.), and that the acts and practices of the Defendant has been unfair and deceptive. The Plaintiff would allege that she is entitled to recover all appropriate damages under the Tennessee Consumer Protection Act, including treble damages, attorney's fees, and any and all other damages to which she may be deemed entitled.

8. The Plaintiff alleges that at all times herein material the Defendant Settlers Life Insurance Company is the agent for all purposes.

**WHEREFORE, PREMISES CONSIDERED**, the Plaintiff, Stephanie Ross McCraw, demands judgment against the Defendant according to the policy, plus interest, costs, bad faith penalty, damages under the Consumer Protection Act, and any and all other, further, and general relief to which she may be deemed entitled. The Plaintiff demands a jury to try the issues when joined.

Respectfully submitted, this the 17<sup>th</sup> day of April, 2009.

**BILL HOTZ & ASSOCIATES, P.C.  
ATTORNEYS AT LAW**

BY:   
**WILLIAM A. HOTZ** BPR #4226  
*Attorney for Plaintiffs*  
6004 Walden Drive  
Knoxville, TN 37919  
865.637.8282

**COST BOND**

I HEREBY ACKNOWLEDGE myself as surety for all costs, taxes and damages in this cause in accordance with Tennessee Code Annotated §20-12-120.

**BILL HOTZ & ASSOCIATES, P.C.  
ATTORNEYS AT LAW**

BY:   
**WILLIAM A. HOTZ**

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