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Who: *Plaintiffs:* Genworth Life Insurance Company

Defendants: Martin and Leslie Christie

What: Genworth Life Insurance Company initiated this action seeking to void two small face amount life insurance policies issued on the lives of the defendants that are purportedly the result of an illegal STOLI scheme.

According to the Complaint, in 2011, the defendants applied for, and were issued, a \$500,000 life insurance policy on the life of Martin Christie and a \$250,000 policy on the life of Leslie Christie. The Complaint alleges that the defendants misrepresented their annual income and total assets on their respective applications.

The Complaint further alleges that “[b]oth [defendants] each materially misrepresented the source from which the premiums for each of their life insurance policies would be paid.” According to the Complaint, the policies “were financed by individuals with no insurable interest in the lives of the [d]efendants” as the “[d]efendants expected and understood that the premiums due under the [p]olicies would be advanced and/or financed by third-parties.”

The Complaint further states that Genworth attempted to rescind the policies but that the “[d]efendants have failed and refused to negotiate the” checks issued to them in connection with the rescission.

Based on these allegations, Genworth seeks, *inter alia*, to have the policies declared void *ab initio*, or in the alternative, a declaration that the rescission was valid. The Complaint also includes a demand for attorneys’ fees.

When: June 24, 2013

Where: U.S. District Court, Eastern District of Pennsylvania