FILED
AUG 2 3 1989
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 9-189 / 88-1484

213

KRYSTYNA T. FRANDSEN, as Conservator for ADAM P. FRANDSEN and ERIC A.D. FRANDSEN,

Appellee,

vs.

COMBINED INSURANCE COMPANY OF AMERICA, LIFE INSURANCE COMPANY OF NORTH AMERICA,

Defendants,

SUZETTE NOVAK, a/k/a SUE NOVAK,

Appellant.

Appeal from the Iowa District Court for Jackson County, Max R. Werling, Judge.

Appellant appeals a district court decision contending the court misinterpreted the language of the dissolution decree. **AFFIRMED.**

Corliss C. Baty and Alan M. Pape of Baty, Keeley & Pape, Maquoketa, for appellants.

Mark R. Lawson of Peckosh & Lawson, Maquoketa, for appellee.

Heard by Donielson, P.J., and Schlegel and Hayden, JJ.

SCHLEGEL, J.

Appellant, the named beneficiary of two accidental death insurance policies, appeals a summary judgment in favor of the two children of the deceased. We affirm.

A dissolution decree between the deceased father and mother of the two children required the father to name his children as beneficiaries on several insurance policies. Appellant contends the decree did not intend to include the accidental death policies and that the trial court failed to take into account the benefits the children will receive under social security and the deceased's pension.

Dennis Frandsen and Krystyna Frandsen were formerly married and were the parents of two minor children. The marriage was dissolved in May 1987 by a decree which placed the children in Krystyna's care and directed Dennis to pay child support. The decree also provided that Dennis "shall name the children as irrevocable beneficiaries on his life insurance policy presently in existence during the time he is required to pay child support under this decree."

At the time of the dissolution decree, Dennis Frandsen owned one life insurance policy, face value $50,000, and two accidental death policies, combined face value $44,500. Only the accident policies are involved here.

Dennis Frandsen was killed in December 1987 and it was discovered that he had not named his children under his life insurance policy. It was also discovered that Suzette

Novak was the beneficiary under the accidental death policies. Krystyna Frandsen, acting as conservator for the two children, filed the present action seeking to establish that the children were entitled to the accidental death policies' proceeds under the terms of the dissolution decree. The two insurance companies paid the full amount of the policies to the court clerk and were dismissed from the lawsuit.

This is an equitable action and our scope of review is de novo. Iowa R. App. P. 4. In equity cases, this court gives weight to the findings of the trial court but is not bound by them.

This court's task in construing a dissolution decree is summarized as follows:

> The decree should be construed in accordance with its evident intention. Indeed the determinative factor is the intention of the court as gathered from all parts of the decree. Effect is to be given to that which is clearly implied as well as that which is expressed.

Serrano v. Hendricks, 400 N.W.2d 77, 79 (Iowa App. 1986).

There is no question that the decree required Dennis Frandsen to name his children as beneficiaries on his life insurance policy and that he failed to do so. The life insurance policy is a Serviceman's Group Life Insurance policy and under the holding in Ridgeway v. Ridgeway, 454 U.S. 46, 102 S.Ct. 49, 70 L.Ed.2d 39 (1981), the designation of beneficiary cannot be altered. In addition to the life insurance policy, the decree also required that

Dennis name his children as beneficiaries on other policies as well.

> It is further ORDERED, ADJUDGED AND DECREED that Dennis Frandsen shall maintain the children of the parties as beneficiaries on his health, accident and medical insurance and shall be responsible for one-half of any costs of medical, dental and other health care not covered by that insurance during the time he is responsible for child support under this decree. In addition, Dennis Frandsen shall name the children as irrevocable beneficiaries on his life insurance policy presently in existence during the time he is required to pay child support under this decree.

Appellant contends the life insurance requirement within the decree was intended to act as security for the payment of the child support in the event of the death of Dennis. Appellant argues that under Serrano, when the intent of the decree is to provide security for support, the recovery should be limited to the amount of support only. The Serrano case dealt with the support owed to a former wife. When her former husband died her only real loss was the support, due to the legal severance of their relationship. The children in this case were not severed from their father until his death. A father is clearly obligated to provide more than mere support as the decretal court recognized. It may have been the partial intention of that court to provide security for the support, but the amount the children can recover is not limited to that intention alone.

The decree provided for accident insurance. Iowa Code section 514A.1 (1987) defines "accident and sickness insurance" as "any policy or contract covering insurance against loss resulting from sickness or from bodily injury or death by accident, or both." This definition clearly places the accidental death policies within the term "accident." The trial court did not err in construing the decree to require Dennis to name his children as beneficiaries on his accidental death policies. Under Serrano, the trial court had jurisdiction to control the proceeds of the accidental death policies and require payment to the children.

Finally, appellant contends the trial court failed to consider the benefits the children will receive under social security and Dennis's pension. Consideration of these benefits is only necessary if the decretal court intended to provide security only for the amount of support, and not to provide the children with insurance for their father's death as well. The trial court did not err in declining to take these benefits into account.

AFFIRMED.