

IN THE COURT OF APPEALS OF IOWA

No. 6-658 / 96-0245

000288

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,**

Plaintiff,

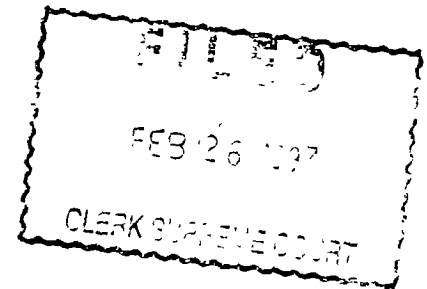
vs.

MEI HUEY LIN,

Defendant-Appellant,

**MING DEH KAO, MING JEH KAO,
and CHIEH PAO KAO,**

Defendants-Appellees.



Appeal from the Iowa District Court for Des Moines County, John Miller,
Judge.

Interpleader defendant Mei Huey Lin appeals the district court's ruling that
benefits under decedent's group life insurance plan went to defendants Kao.

AFFIRMED.

Peter W. Hansen, Burlington, for appellant.

Steven P. Swanson of Bauer, Schulte, Hahn, Swanson & Brown, Burlington,
for appellees.

Considered by Sackett, C.J., Cady and Streit, JJ.

PER CURIAM

Defendant Mei Huey Lin appeals from the district court's ruling granting summary judgment in this interpleader action to Ming Deh Kao, Ming Jeh Kao, and Chieh Pao Kao (hereinafter collectively Kao). We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

Gao Lian Kao (G.L.) was an employee of J.I. Case Company where he was eligible to participate in several employer-sponsored benefit plans. On a group life insurance enrollment card dated June 1, 1987, G.L. designated as the beneficiaries of his life insurance policy his mother, Chieh Pao Kao, and his sons, Ming Deh Kao and Ming Jeh Kao. On March 31, 1988, G.L. executed a designation of beneficiary form that provides in pertinent part as follows:

IN ACCORDANCE WITH THE CONDITIONS OF EACH EMPLOYEE BENEFIT PLAN, I DO HEREBY REVOKE ANY PREVIOUS BENEFICIARY DESIGNATION INDICATED AND DESIGNATE, IN THE EVENT OF MY DEATH, THE FOLLOWING BENEFICIARY (IES) AND CONTINGENT BENEFICIARY (IES):

KAO, MING-JEH	1/3	SON
KAO, MING-DEH	1/3	SON
MOTHER CHIEH PAO KAO	1/3	MOTHER

THE ABOVE DESIGNATION APPLIES TO THE FOLLOWING PLANS INITIALED BELOW BY ME:

G.L.'s initials then appear next to all plans listed (employees' stock ownership, retirement, thrift, and travel accident) *except* the group life insurance plan. G.L. died on March 4, 1994. Mai Huey Lin is G.L.'s surviving spouse.

This interpleader action involves the benefits of G.L.'s group life insurance plan (\$217,000). Defendants Kao assert that they are the designated beneficiaries of the group life insurance plan under the 1987 enrollment card. Defendant Lin asserts, however, that the 1988 form revoked all previous designations of beneficiaries and that the beneficiaries named in the 1988 form applied only to the initialed plans. Since G.L. did not name any beneficiary in that form for the group life insurance plan, Lin asserts the benefits pass to G.L.'s estate and are to be distributed according to his will.

The district court found that the 1988 form was not ambiguous. The court ruled that the only reasonable interpretation and construction of the 1988 form is that the revocation and designation made on that form applied only to those plans initialed on the form. The court therefore concluded that the 1988 form made no revocation of or change in G.L.'s 1987 designation of beneficiaries of his group life insurance. The court thus determined defendants Kao are entitled to the life insurance benefits and entered summary judgment in their favor. Defendant Lin appeals.

Our only task in this appeal from entry of summary judgment is to determine, after reviewing the entire record, whether a genuine issue of material fact exists and whether the district court correctly applied the law. *Ferguson v. Allied Mut. Ins. Co.*, 512 N.W.2d 296, 297 (Iowa 1994). Contract interpretation and construction are generally legal questions for the court to resolve. *Id.* We believe the district court correctly entered summary judgment.

We agree with the district court that the designation of beneficiary form executed by G.L. in 1988 did nothing more or less than designate the named individuals as beneficiaries of the four initialed plans. The group life insurance plan was not initialed. The 1988 form did not act to revoke any and all earlier designations of beneficiaries. Consequently, the 1987 designation of group life insurance plan beneficiaries was unaffected. The district court did not err in concluding defendants Kao were entitled to summary judgment.

Costs of this appeal are taxed to appellant.

AFFIRMED.