

00-907-0D
MATTHEW T. RUTTINGER etuz -vs- FIC INSURANCE GROUP etal

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

85 MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,
Plaintiffs

vs.

116
117 FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,
Defendants

CIVIL ACTION - AT LAW

No. 00-907-CO

Type of pleading:

COMPLAINT

Filed on behalf of:

PLAINTIFFS

Counsel of record for
this party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

814-371-7768

JURY TRIAL IS DEMANDED

FILED

AUG 03 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MATTHEW T. RUTTINGER and	:	
SHIRLEY RUTTINGER,	:	
Plaintiffs	:	
	:	
vs.	:	No.
	:	
FIC INSURANCE GROUP and	:	
INTERCONTINENTAL LIFE	:	
INSURANCE COMPANY,	:	
Defendants	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Second floor
Clearfield, PA 16830
(814) 765-2641 (Ext. 5987)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MATTHEW T. RUTTINGER and	:	
SHIRLEY RUTTINGER,	:	
Plaintiffs	:	
	:	
vs.	:	No.
	:	
FIC INSURANCE GROUP and	:	
INTERCONTINENTAL LIFE	:	
INSURANCE COMPANY,	:	
Defendants	:	

COMPLAINT

AND NOW, come the Plaintiffs, Matthew T. Ruttinger and Shirley Ruttinger, and by their Attorney, Robert M. Hanak, aver a cause of action as follows:

1. Plaintiffs are Matthew T. Ruttinger and Shirley Ruttinger, husband and wife, who reside at 468 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

2. Defendant is FIC Insurance Group, believed to be a corporation, whose principal place of business is at Austin Centre, 701 Brazos Street, Austin, Texas 78701. The Defendant is also the InterContinental Life Insurance Company, believed to be a predecessor in interest or part of FIC Insurance Group, and further believed to be a named part or division of FIC Insurance Group.

3. Plaintiff, Matthew T. Ruttinger, in the year 1988 was an employee of the INA Life Insurance Company which was part of CIGNA, a broad based insurance corporation marketing on a national and international basis. In the summer, believed to be August of 1988, Intercontinental Life Insurance Company acquired from CIGNA the

INA Life Insurance Company in such manner that all employees of the INA Life Insurance Company became employees of InterContinental. At the time of this acquisition, Matthew T. Ruttinger assumed employment with InterContinental Life Insurance Company. Such employment began approximately in August of 1988.

4. At the time of Matthew T. Ruttinger's assumption of employment with InterContinental, he as well as all other employees were given a memorandum as to employee benefits from CIGNA, and from InterContinental Life Insurance Company. (See attached Exhibit A which is an office memo to employees from CIGNA dated August 26, 1988, and an August 29, 1988 benefit program directive to all employees from InterContinental Life Insurance Company.)

5. Per the terms of the August 29, 1988 directive to employees from InterContinental (Defendant), it was affirmed to employees that medical, dental, life, disability, 401(k) coverages and other types of benefits, including pensions, in effect with CIGNA, would remain in effect as given by InterContinental. Furthermore, such plan indicates that "the retiree provisions that apply to medical, dental, and life insurance also are identical to the current plan." See Page 3 of such memo.

6. On December 29, 1989, Matthew T. Ruttinger, being of retirement age, retired from InterContinental Life Insurance Company. Since such time, he has been receiving pension benefits from InterContinental made by timely check monthly, which pension benefits are not in dispute.

7. At all times subsequent to his retirement, based on the employee plans in effect at the time of retirement, Matthew T.

Ruttinger and his spouse verily believed that they were entitled to continued hospitalization, medical, dental and life insurance benefits as in effect during the time of his employment. Such belief is predicated on the plan in effect at the time of the acquisition from CIGNA of the INA Life Insurance Company by Defendant, and based on affirmations made by Defendant to its employees (see above exhibit).

8. On August 23, 1990, Lisa M. Boyle, Benefits Manager for InterContinental Life Insurance Company, affirmed to Matthew T. Ruttinger his post-pension coverages including medical and life insurance. (See attached Exhibit B, being a letter to Matthew T. Ruttinger dated August 23, 1990.)

9. At various times since the inception of coverage to Mr. Ruttinger, disputes have occurred between the parties concerning the continuing effect of hospitalization insurance and life insurance on behalf of Mr. Ruttinger.

10. On June 7, 1996, by letter of Bonnie Bracht, Benefits Coordinator for the FIC Insurance Group, Mr. Ruttinger was notified that his benefits were terminated. He was further notified at that time that he would have to commence paying \$25.00 per month premium. (See Exhibit C, letter of June 7, 1996).

11. In response to the June 7, 1996 letter, Matthew T. Ruttinger did submit the claimed retroactive premium of \$1,950.00 and commenced thereafter paying by check tendered to InterContinental Life Insurance Company the sum of \$25.00 for each and every month thereafter through the present time. All of such checks remain uncashed. Such checks were tendered by Mr. Ruttinger to sustain continuing coverage, however, Mr. Ruttinger

believes that he had no legal obligation to make these payments.

Payments were made in the spirit of compromise in hopes that there would not be continuing disputes as to continuing hospitalization and life insurance coverage.

12. Defendants continued to pay hospitalization coverage for Matthew T. Ruttinger and Shirley Ruttinger, his wife, from approximately September of 1990 through June of 2000. Effective July 1, 2000, Mr. Ruttinger was notified by a health provider that he no longer had hospitalization coverage. No notices were given by Defendants that his hospitalization coverage ceased.

13. Per the terms of the plan under which Mr. Ruttinger retired, he is entitled to primary hospitalization, major medical and dental coverage, as well as such coverage extended to his spouse, Shirley Ruttinger, to their respective ages 65, at which time they become eligible for Medicare. Upon Medicare eligibility, the plan as affirmed to Mr. Ruttinger at the time of retirement was to then become a secondary plan to provide coverages in excess of basis Medicare coverages.

14. At the present time, Plaintiffs believe that there is neither primary coverage nor secondary coverage on behalf of Shirley Ruttinger or on behalf of Matthew T. Ruttinger.

15. Plaintiffs further believe that there is not life insurance in effect on the life of Matthew T. Ruttinger as affirmed as part of his retirement benefits.

16. Over the course of years, there have been continuing disputes between Plaintiffs and Defendants as to the continuing coverages. At all times up to June 30, 2000, Defendants did extend

coverages as required by the pension benefits memorandum, however, Plaintiffs had to incur attorney fees because of positions or disputes caused by Defendants as to such coverage.

17. At the present time, Plaintiffs do not have coverage secondary to Medicare coverage, although such coverage was a committed coverage as part of their retiree benefits.

18. Plaintiffs believe that their status as non-insured retirees of the Defendants is unique in that benefits for post-retirement hospitalization coverage per the committed plan in the exhibit attached is being extended to other retired employees.

19. Plaintiffs claim damages against the Defendants as follows:

(a) An amount to reimburse them for the cost of continuing supplemental Medicare hospitalization and major medical benefits commensurate with the plan committed by Defendants, which damages should allow for an amount to cover their expected life expectancy and continuing increases in such coverage over the course of years.

(b) An amount for any and all medical costs incurred by Plaintiffs to the date of resolution of this matter by the Court which should or would have been covered by hospitalization insurance.

(c) The cost of a basic \$10,000.00 life insurance policy on the life of Matthew T. Ruttinger, together with such other life insurance benefits to which he is entitled

per the terms of the retirement plan, which amounts should be sufficient to allow for the payment of a single premium life insurance policy on his life for such coverages.

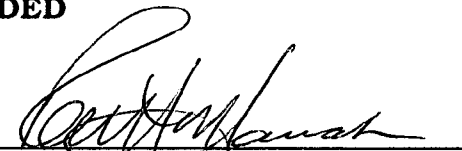
(d) Reimbursement for all prior expenses and costs, including attorney fees incurred by Plaintiffs for those matters from the beginning of the pension plan to date incurred by Plaintiffs because of disputes in coverages caused by Defendants.

(e) Payment back to Plaintiffs for all monies paid by Plaintiffs to carry insurance in the past during those times not committed by Defendants, and the return of all sums paid to Defendants which were not required to be paid by Plaintiffs to maintain continuing coverage.

(f) Because the position and actions of the Defendants had no legal or reasonable basis for denials of coverages over the course of years or at the present time, and award of counsel fees incurred by Plaintiffs to pursue this litigation.

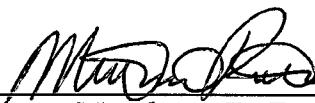
WHEREFORE, Plaintiffs demand judgment against the Defendants in an amount in excess of \$25,000.00.

JURY TRIAL IS DEMANDED


Robert M. Hanak
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS
:

MATTHEW T. RUTTINGER, being duly sworn according to law, deposes and says that the facts set forth in the foregoing COMPLAINT are true and correct to the best of his knowledge, information and belief.


Matthew T. Ruttinger

Sworn to and subscribed
before me this 31st day
of July, 2000.


Notary Public

Notarial Seal
Eleanor Haky, Notary Public
DuBois, Clearfield County
My Commission Expires Mar. 24, 2004
Member, Pennsylvania Association of Notaries

Interoffice Memo

Date: August 26, 1988
To: All IIP Employees

From: Gail Powell *MP*
Telephone: 5103
Subject: New Benefits Program



Attached is the first benefits release from the buyer. Please review it carefully. If you have any questions or seek further clarification, write down your questions and place them in the IIPeople's Panel boxes located on each floor. Field people are encouraged to place their questions on voice mail to our department.

We will collect your questions and forward them to Anita Stoia, Assistant Vice President and Director of Personnel at Intercontinental Life.

Please keep in mind when reviewing the information on the 401(k) on page 2, that the terminology used to identify Funds A, B and C is no longer used. The Funds are now referred to as Stock, Variable and Guaranteed.

The next mailing you receive from Anita will deal with the 401(k) Plan. HMO enrollment material will also be mailed out to specific employees under separate cover.

GD/cdb

EXHIBIT A



InterContinental Life Insurance Company



Anita Stola
Assistant Vice President
Director of Personnel

August 29, 1988

To All Employees:

NEW BENEFIT PROGRAM

Over the last several weeks, we have been working closely with CIGNA to develop the new benefit program for you. This has been a difficult process as I am sure you can all understand, in part because of the significance and complexity of the benefit program, but also because it has been one of many important issues with which we have been trying to deal. Although some work remains to be done, I want to tell you as much as I can now because I know how important this subject is to you.

In general, the benefit package is almost identical to your current program and, thus, as competitive and comprehensive as any program in the industry. Further, a CIGNA company will continue to be the provider for your medical, dental, life, long term disability and 401(K) coverages, which will greatly ease your transition into the new program.

Let me provide you with an overview of each component of the program.

Medical and Dental Benefits

Both medical and dental benefits are identical with your current coverages; all of the features of your current programs will continue

To All Employees
August 29, 1988
Page 2

in place. Because a CIGNA company will provide these coverages, you will not be required to re-enroll as your enrollment and coverage will continue automatically. Your payroll contributions will remain the same, and you will not lose any deductibles that you already have paid during this calendar year.

In terms of HMO participation, we will renew contracts with two HMOs in which most of you are currently enrolled, U.S. Healthcare Pennsylvania and U.S. Healthcare New Jersey. In many cases, however, in which there are only a few IIP people covered by an HMO, that HMO has indicated that it will not contract with us. Of course, we will be notifying all individuals who lose HMO coverage and offer them the option of transferring into the medical indemnity plan or one of the two HMO plans.

Life Insurance

All life insurance coverages and rates currently in force will continue as they exist today, without the need for re-enrollment, with one exception. At the time the sale was announced, CIGNA was in the process of discontinuing its group permanent insurance plan, which covers only a small number of people. This plan will not be continued.

Disability Coverages

Long-term disability coverages are identical to current coverages.

To All Employees
August 29, 1988
Page 3

Pension and Retiree Benefits

The primary components of the qualified pension plan remain unchanged. These components include: the definition of eligible earnings, the service basis of two percent a year, the maximum benefit of 60 percent of eligible earnings and the schedule for early retirement. The provision for intergration of social security payments also will be the same as the current plan.

The retiree provisions that apply to medical, dental, and life insurance also are identical to the current plan.

401(K) Plan

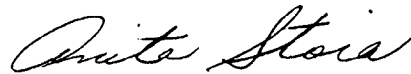
Our 401(K) plan will operate similarly to the CIGNA plan, including the 50% employer match on the first 6% of employee contributions. However, you will have two investment choices rather than three. The two choices are the current plan's Fund A, the Guaranteed Fund, and Fund B, the Variable Fund. Contributions to Fund C, which invests in CIGNA stock, will not be continued. Any individual who is currently making contributions into Fund C should complete a change form indicating whether he/she wishes this contribution to go into Fund A or B. You may obtain a form from the Human Resources Department. If we do not receive a form by the closing date, those contributions will be automatically changed into Fund A.

To All Employees
August 29, 1988
Page 4

Those of you who currently have a balance in Fund C will be able to transfer your investment into one of the other funds at any time prior to December 31, 1989. This will be a one time election and should afford you the opportunity to select the point of time that you feel would be most advantageous to transfer out of the Fund C.

I believe that, taken as a whole, this benefit package is excellent and reflects our desire to provide benefits that afford financial stability to you and your family. Of course, much work remains to be done, and I will continue to report to you the latest developments as they are completed. Benefit brochures that provide detailed information about the entire package will be available as soon as feasible.

Sincerely,



Anita H. Stoia
Assistant Vice President and
Director of Personnel

AHS/kj



INVESTORS LIFE GROUP

August 23, 1990

Mr. Matthew Ruttinger
Swift, Kennedy & Co.
994 Beaver Dr.
PO Box 1032
DuBois, PA 15801

Dear Ted:

The following information will provide you with some detail as to your benefits. I have enclosed enrollment forms for you to complete and return to me. I also need your home address, so I can direct your pension payments to there.

Basic Life- \$10,000. of term life, paid by the company. A booklet outline this coverage has been enclosed.

Supplemental Life- Our records indicate your income for 1989 was just over \$29,000. This gets rounded up to \$30,000. The insurance is three times your salary, which totals \$90,000. of coverage. The rate for your age is \$0.73 per thousand which equals \$65.70 a month. You pay for this coverage until age 65 then the company pays for the coverage. Please complete the enclosed enrollment form, and make sure you designate a beneficiary. A booklet with additional information has been enclosed.

Medical- Your coverage with Connecticut General became effective August 1, 1990. You have a \$300. per person deductible, and most procedures are covered at 80%. A booklet describing further detail of the plan has been enclosed. Please complete the enrollment form. Your portion of the premium is \$25.00 a month. I have enclosed ID cards and claim forms.

Dental- Mutual Benefit Life currently insures our dental plan. I have enclosed the enrollment form for you to complete. We recently transferred into this group, so I have not yet received claims forms or a plan booklet. When I do receive them I will forward them to you. Your portion of the premium is \$2.00 a month.

I contacted Barbara Gaskins at CIGNA retiree relations to ensure these benefits match those you would have had under CIGNA. She confirmed all information contained in this letter. You will have to forward a total of \$92.70 each month to maintain these benefits. If you have any questions, feel free to contact me.

Sincerely,


Lisa M. Boyle

Benefits Manager • Investors Life Insurance Companies • Standard Life Insurance Company • InterContinental Life Insurance Company

JUN 13 1996



INSURANCE GROUP

Family Life Insurance Company • Investors Life Insurance Companies

June 7, 1996

Mr. Matthew T. Ruttinger
Swift Kennedy Financial Co.
994 Beaver Drive
P.O. Box 1032
DuBois, PA 15801

RE: Group Insurance Benefits

Dear Mr. Ruttinger:

Thank you for your letter of May 21, 1996.

After extensive research we have determined that since you have not submitted premiums for the supplemental life or dental coverageEs, these benefits have been terminated effective September 30, 1990. In addition, you have not submitted the \$25.00 monthly premium for the health insurance however, you mistakenly remained on the health plan.

We will continue your health coverage at the \$25.00 per month premium (subject to change) upon retroactive payments of \$25.00 per month from January 1, 1990 to June 30, 1996. Health coverage for you and your spouse will continue until attainment of age 65 at which time Medicare will become the primary carrier and the coverage offered by ILCO at that time will be the secondary carrier.

Please remit your retroactive premium of \$1,950.00, payable to InterContinental Life Corporation, by July 1, 1996. (78 months x \$25.00 = \$1,950). You will need to send \$25.00 per month beginning July 1, 1996. If we do not receive payment from you by this date your health insurance will terminate on July 1, 1996.

If you have any questions, please feel free to contact me.

Sincerely,

Ronnie Bracht 5127

Ronnie Bracht
Benefits Coordinator

371-1974

FILED

03 2000

attly Hanak

0110:571
William A. Shaw
Prothonotary

PD. \$80.00

1cc attly Hanak

HANAK, GUIDO and TALADAY
LAW OFFICES

498 Jeffers Street, P.O. Box 487
DuBois, Pennsylvania 15801

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,
Plaintiffs

vs.

No. 00-907 C.D.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
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Defendants

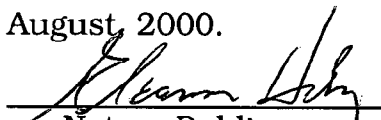
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

The undersigned, Robert M. Hanak, hereby swears and
affirms that the FIC Insurance Group and Intercontinental Life
Insurance Company were duly served with the Complaint in the above
matter by Certified Mail. Said certified mail was received on
August 9, 2000, per the attached Return Receipt Number
7099 3220 0011 0194 6682


Robert M. Hanak

Sworn to and subscribed
before me this 18th day of
August, 2000.


Notary Public

Notarial Seal
Eleanor Haky, Notary Public
DuBois, Clearfield County
My Commission Expires Mar. 24, 2004
Member, Pennsylvania Association of Notaries

FILED

AUG 21 2000
2/10:33/ug
William A. Shaw
Prothonotary
w/c ERL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Theodore A. Pleron
FIC Insurance Group
Austin Centre
701 Brazos St.
Austin, TX 78701

2. Article Number (Copy from service label)

7099 3220 0011 0194 6682

PS Form 3811, July 1999

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Yvonne Miles B. Date of Delivery 8-2-00

C. Signature

X Yvonne Miles

- ☐ Agent
- ☐ Addressee
- ☐ Yes
- ☐ No

D. Is delivery address different from item 1?
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

Plaintiffs,

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

CIVIL ACTION - AT LAW

NO. 00-907-CD

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on Behalf of Defendants,

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY

Attorney of Record for
These Parties:

JOHN P. DAVIS, III
PA. I.D. NO. 33294

JONES, GREGG, CREEHAN
& GERACE, LLP
FIRM NO. 140

411 SEVENTH AVENUE
SUITE 1200
PITTSBURGH, PA 15219-1905
(412) 261-6400

FILED

AUG 24 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

CIVIL ACTION - AT LAW

Plaintiffs,

NO. 00-907-CD

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

PRAECIPE FOR ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, PROTHONOTARY

KINDLY enter the appearance of the undersigned on behalf of
Defendants, FIC Insurance Group and InterContinental Life
Insurance Company, in connection with the above-captioned matter.

Respectfully submitted,

JONES, GREGG, CREEHAN & GERACE, LLP

BY: 

JOHN P. DAVIS, III
Attorney for Defendants

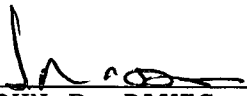
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing PRAECIPE FOR ENTRY OF APPEARANCE has been served, via regular U.S. Mail Delivery, this 22ND day of August, 2000, to:

ROBERT M. HANAK, ESQUIRE
HANAK, GUIDO AND TALADAY
498 JEFFERS STREET
POST OFFICE BOX 487
DUBOIS, PA 15801

JONES, GREGG, CREEHAN & GERACE, LLP

BY: _____


JOHN P. DAVIS, III
Attorney for Defendants

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

**MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER**

DEFENDANTS

**FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE INSURANCE COMPANY**

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Clearfield
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

**Robert M. Hanak, Esq.
Hnak, Guido and Taladay
498 Jeffers St., Post Office Box 487
DuBois, PA 15801
(814) 371-7768**

ATTORNEYS (IF KNOWN)

**John P. Davis, III, Esq.
Jones, Gregg, Creehan & Gerace, LLP
411 Seventh Avenue, Suite 1200
Pittsburgh, PA 15219-1905
(412) 261-6400**

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY

Plaintiff seeks to recover health insurance, life insurance and other benefits under a benefits plan controlled by ERISA, 29 U.S.C. §1132(a)(1)(B)

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Food & Drug <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC (405(g)) <input type="checkbox"/> 863 DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutional of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights			

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify) _____
☐ 6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment
☐ 7

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23

DEMAND \$
\$25,000+

Check YES only if demanded in complaint:
JURY DEMAND: ☐ YES ☐ NO

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

UNITED STATES DISTRICT COURT

REVISED JANUARY, 1989

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

THIS CASE DESIGNATION SHEET MUST BE COMPLETED

Part A

This case belongs on the (Erie X Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venango or Warren, AND any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset, AND any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in County and that the resides in County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in Clearfield County and that the Plaintiffs resides in Clearfield County.

Part B (You are to check ONE of the following)

1. This case is related to Number , Judge
2. X This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit, or involves the same issues of fact or it grows out of the same transactions as another suit, or involves the validity or infringement of a patent involved in another suit.

EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS: CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

1. **CIVIL CATEGORY** (Place x in only one applicable category).
 1. () Antitrust and Securities Act Cases
 2. () Labor-Management Relations
 3. () Habeas Corpus
 4. () Civil Rights
 5. () Patent, Copyright, and Trademark
 6. () Eminent Domain
 7. (X) All other federal question cases
 8. () All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest.
 9. () Insurance, indemnity, contract, and other diversity cases.
 10. () Government Collection Cases (shall include HEW Student Loans (Education), VA Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. types), Mortgage Foreclosures, S.B.A. Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this case Designation Sheet are true and correct.

Date: Sept 22, 2002

 ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH SIDES MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA, JOHNSTOWN

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

Plaintiffs,

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

NO.

NOTICE OF REMOVAL

Filed on Behalf of Defendants,

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY

Attorney of Record for
These Parties:

JOHN P. DAVIS, III
PA. I.D. NO. 33294

JONES, GREGG, CREEHAN
& GERACE, LLP
FIRM NO. 140

411 SEVENTH AVENUE
SUITE 1200
PITTSBURGH, PA 15219-1905
(412) 261-6400

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA, JOHNSTOWN

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

Plaintiffs,

NO.

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

NOTICE OF REMOVAL

FIC Insurance Group and InterContinental Life Insurance Company, by and through their attorneys, Jones, Gregg, Creehan & Gerace, LLP, gives notice of the removal of these proceedings from the Court of Common Pleas of Clearfield County, Pennsylvania, and represents as follows in support thereof:

1. On August 3, 2000, an action was commenced against FIC Insurance Group and InterContinental Life Insurance Company by Matthew T. Ruttinger and Shirley Ruttinger by the filing of a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 00-907-CD. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and is incorporated herein as if set forth in full. Said Complaint was served on FIC Insurance Group and InterContinental Life Insurance Company on August 9, 2000.

2. The above-described action against FIC Insurance Group and InterContinental Life Insurance Company is a civil action for

which this Honorable Court would have had original jurisdiction when it was instituted and of which this Honorable Court has original jurisdiction under the provisions of 28 U.S.C. §1331 in that it arises under the laws of the United States, to wit: the Employee Retirement Income Securities Act 29 U.S.C. §1132(a)(1)(B).

3. Venue is proper in the United States District Court for the Western District of Pennsylvania at Johnstown under the provisions of 28 U.S.C. §1441(a) since it was originally filed in the Court of Common Pleas of Clearfield County, Pennsylvania.

WHEREFORE, FIC Insurance Group and InterContinental Life Insurance Company give notice that the above-action now pending in the Court of Common Pleas of Clearfield County is removed therefrom to this Honorable Court.

Respectfully submitted,

JONES, GREGG, CREEHAN & GERACE, LLP

BY: 

JOHN P. DAVIS, III
Attorney for Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,
Plaintiffs

vs.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,
Defendants

CIVIL ACTION - AT LAW

No. 00-907-CO

Type of pleading:

COMPLAINT

Filed on behalf of:

PLAINTIFFS

Counsel of record for
this party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

814-371-7768

JURY TRIAL IS DEMANDED

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 03 2000

Attest.

William L. Hanak
Prothonotary

EXHIBIT

A

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,
Plaintiffs

vs.

No.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,
Defendants

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Second floor
Clearfield, PA 16830
(814) 765-2641 (Ext. 5987)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,
Plaintiffs

vs.

No.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,
Defendants

COMPLAINT

AND NOW, come the Plaintiffs, Matthew T. Ruttinger and Shirley Ruttinger, and by their Attorney, Robert M. Hanak, aver a cause of action as follows:

1. Plaintiffs are Matthew T. Ruttinger and Shirley Ruttinger, husband and wife, who reside at 468 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. Defendant is FIC Insurance Group, believed to be a corporation, whose principal place of business is at Austin Centre, 701 Brazos Street, Austin, Texas 78701. The Defendant is also the InterContinental Life Insurance Company, believed to be a predecessor in interest or part of FIC Insurance Group, and further believed to be a named part or division of FIC Insurance Group.
3. Plaintiff, Matthew T. Ruttinger, in the year 1988 was an employee of the INA Life Insurance Company which was part of CIGNA, a broad based insurance corporation marketing on a national and international basis. In the summer, believed to be August of 1988, Intercontinental Life Insurance Company acquired from CIGNA the

INA Life Insurance Company in such manner that all employees of the INA Life Insurance Company became employees of InterContinental. At the time of this acquisition, Matthew T. Ruttinger assumed employment with InterContinental Life Insurance Company. Such employment began approximately in August of 1988.

4. At the time of Matthew T. Ruttinger's assumption of employment with InterContinental, he as well as all other employees were given a memorandum as to employee benefits from CIGNA, and from InterContinental Life Insurance Company. (See attached Exhibit A which is an office memo to employees from CIGNA dated August 26, 1988, and an August 29, 1988 benefit program directive to all employees from InterContinental Life Insurance Company.)

5. Per the terms of the August 29, 1988 directive to employees from InterContinental (Defendant), it was affirmed to employees that medical, dental, life, disability, 401(k) coverages and other types of benefits, including pensions, in effect with CIGNA, would remain in effect as given by InterContinental. Furthermore, such plan indicates that "the retiree provisions that apply to medical, dental, and life insurance also are identical to the current plan." See Page 3 of such memo.

6. On December 29, 1989, Matthew T. Ruttinger, being of retirement age, retired from InterContinental Life Insurance Company. Since such time, he has been receiving pension benefits from InterContinental made by timely check monthly, which pension benefits are not in dispute.

7. At all times subsequent to his retirement, based on the employee plans in effect at the time of retirement, Matthew T.

Ruttinger and his spouse verily believed that they were entitled to continued hospitalization, medical, dental and life insurance benefits as in effect during the time of his employment. Such belief is predicated on the plan in effect at the time of the acquisition from CIGNA of the INA Life Insurance Company by Defendant, and based on affirmations made by Defendant to its employees (see above exhibit).

8. On August 23, 1990, Lisa M. Boyle, Benefits Manager for InterContinental Life Insurance Company, affirmed to Matthew T. Ruttinger his post-pension coverages including medical and life insurance. (See attached Exhibit B, being a letter to Matthew T. Ruttinger dated August 23, 1990.)

9. At various times since the inception of coverage to Mr. Ruttinger, disputes have occurred between the parties concerning the continuing effect of hospitalization insurance and life insurance on behalf of Mr. Ruttinger.

10. On June 7, 1996, by letter of Bonnie Bracht, Benefits Coordinator for the FIC Insurance Group, Mr. Ruttinger was notified that his benefits were terminated. He was further notified at that time that he would have to commence paying \$25.00 per month premium. (See Exhibit C, letter of June 7, 1996).

11. In response to the June 7, 1996 letter, Matthew T. Ruttinger did submit the claimed retroactive premium of \$1,950.00 and commenced thereafter paying by check tendered to InterContinental Life Insurance Company the sum of \$25.00 for each and every month thereafter through the present time. All of such checks remain uncashed. Such checks were tendered by Mr. Ruttinger to sustain continuing coverage, however, Mr. Ruttinger

believes that he had no legal obligation to make these payments. Payments were made in the spirit of compromise in hopes that there would not be continuing disputes as to continuing hospitalization and life insurance coverage.

12. Defendants continued to pay hospitalization coverage for Matthew T. Ruttinger and Shirley Ruttinger, his wife, from approximately September of 1990 through June of 2000. Effective July 1, 2000, Mr. Ruttinger was notified by a health provider that he no longer had hospitalization coverage. No notices were given by Defendants that his hospitalization coverage ceased.

13. Per the terms of the plan under which Mr. Ruttinger retired, he is entitled to primary hospitalization, major medical and dental coverage, as well as such coverage extended to his spouse, Shirley Ruttinger, to their respective ages 65, at which time they become eligible for Medicare. Upon Medicare eligibility, the plan as affirmed to Mr. Ruttinger at the time of retirement was to then become a secondary plan to provide coverages in excess of basis Medicare coverages.

14. At the present time, Plaintiffs believe that there is neither primary coverage nor secondary coverage on behalf of Shirley Ruttinger or on behalf of Matthew T. Ruttinger.

15. Plaintiffs further believe that there is not life insurance in effect on the life of Matthew T. Ruttinger as affirmed as part of his retirement benefits.

16. Over the course of years, there have been continuing disputes between Plaintiffs and Defendants as to the continuing coverages. At all times up to June 30, 2000, Defendants did extend

coverages as required by the pension benefits memorandum, however, Plaintiffs had to incur attorney fees because of positions or disputes caused by Defendants as to such coverage.

17. At the present time, Plaintiffs do not have coverage secondary to Medicare coverage, although such coverage was a committed coverage as part of their retiree benefits.

18. Plaintiffs believe that their status as non-insured retirees of the Defendants is unique in that benefits for post-retirement hospitalization coverage per the committed plan in the exhibit attached is being extended to other retired employees.

19. Plaintiffs claim damages against the Defendants as follows:

(a) An amount to reimburse them for the cost of continuing supplemental Medicare hospitalization and major medical benefits commensurate with the plan committed by Defendants, which damages should allow for an amount to cover their expected life expectancy and continuing increases in such coverage over the course of years.

(b) An amount for any and all medical costs incurred by Plaintiffs to the date of resolution of this matter by the Court which should or would have been covered by hospitalization insurance.

(c) The cost of a basic \$10,000.00 life insurance policy on the life of Matthew T. Ruttinger, together with such other life insurance benefits to which he is entitled

per the terms of the retirement plan, which amounts should be sufficient to allow for the payment of a single premium life insurance policy on his life for such coverages.

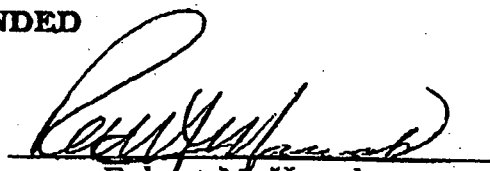
(d) Reimbursement for all prior expenses and costs, including attorney fees incurred by Plaintiffs for those matters from the beginning of the pension plan to date incurred by Plaintiffs because of disputes in coverages caused by Defendants.

(e) Payment back to Plaintiffs for all monies paid by Plaintiffs to carry insurance in the past during those times not committed by Defendants, and the return of all sums paid to Defendants which were not required to be paid by Plaintiffs to maintain continuing coverage.

(f) Because the position and actions of the Defendants had no legal or reasonable basis for denials of coverages over the course of years or at the present time, and award of counsel fees incurred by Plaintiffs to pursue this litigation.

WHEREFORE, Plaintiffs demand judgment against the Defendants in an amount in excess of \$25,000.00.

JURY TRIAL IS DEMANDED


Robert M. Hanak
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA

:
SS

COUNTY OF CLEARFIELD

:

MATTHEW T. RUTTINGER, being duly sworn according to
law, deposes and says that the facts set forth in the foregoing
COMPLAINT are true and correct to the best of his knowledge,
information and belief.


Matthew T. Ruttinger

Sworn to and subscribed
before me this 31st day
of July, 2000.


Notary Public

Notarial Seal
Eleanor Haky, Notary Public
DuBois, Clearfield County
My Commission Expires Mar. 24, 2004
Member, Pennsylvania Association of Notaries

Interoffice Memo

Date: August 26, 1988
To: All IIP Employees

From: Gail Powell *GP*

Telephone: 5103

Subject: New Benefits Program



Attached is the first benefits release from the buyer. Please review it carefully. If you have any questions or seek further clarification, write down your questions and place them in the IIPeople's Panel boxes located on each floor. Field people are encouraged to place their questions on voice mail to our department.

We will collect your questions and forward them to Anita Stoia, Assistant Vice President and Director of Personnel at Intercontinental Life.

Please keep in mind when reviewing the information on the 401(k) on page 2, that the terminology used to identify Funds A, B and C is no longer used. The Funds are now referred to as Stock, Variable and Guaranteed.

The next mailing you receive from Anita will deal with the 401(k) Plan. HMO enrollment material will also be mailed out to specific employees under separate cover.

GD/cdb



InterContinental Life Insurance Company



Anita Stola
Assistant Vice Presic
Director of Personnn

August 29, 1988

To All Employees:

NEW BENEFIT PROGRAM

Over the last several weeks, we have been working closely with CIGNA to develop the new benefit program for you. This has been a difficult process as I am sure you can all understand, in part because of the significance and complexity of the benefit program, but also because it has been one of many important issues with which we have been trying to deal. Although some work remains to be done, I want to tell you as much as I can now because I know how important this subject is to you.

In general, the benefit package is almost identical to your current program and, thus, as competitive and comprehensive as any program in the industry. Further, a CIGNA company will continue to be the provider for your medical, dental, life, long term disability and 401(K) coverages, which will greatly ease your transition into the new program.

Let me provide you with an overview of each component of the program.

Medical and Dental Benefits

Both medical and dental benefits are identical with your current coverages; all of the features of your current programs will continue

To All Employees
August 29, 1988
Page 2

in place. Because a CIGNA company will provide these coverages, you will not be required to re-enroll as your enrollment and coverage will continue automatically. Your payroll contributions will remain the same, and you will not lose any deductibles that you already have paid during this calendar year.

In terms of HMO participation, we will renew contracts with two HMOs in which most of you are currently enrolled, U.S. Healthcare Pennsylvania and U.S. Healthcare New Jersey. In many cases, however, in which there are only a few IIP people covered by an HMO, that HMO has indicated that it will not contract with us. Of course, we will be notifying all individuals who lose HMO coverage and offer them the option of transferring into the medical indemnity plan or one of the two HMO plans.

Life Insurance

All life insurance coverages and rates currently in force will continue as they exist today, without the need for re-enrollment, with one exception. At the time the sale was announced, CIGNA was in the process of discontinuing its group permanent insurance plan, which covers only a small number of people. This plan will not be continued.

Disability Coverages

Long-term disability coverages are identical to current coverages.

To All Employees
August 29, 1988
Page 3

Pension and Retiree Benefits

The primary components of the qualified pension plan remain unchanged. These components include: the definition of eligible earnings, the service basis of two percent a year, the maximum benefit of 60 percent of eligible earnings and the schedule for early retirement. The provision for intergration of social security payments also will be the same as the current plan.

The retiree provisions that apply to medical, dental, and life insurance also are identical to the current plan.

401(K) Plan

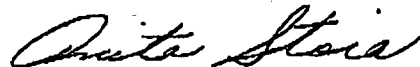
Our 401(K) plan will operate similarly to the CIGNA plan, including the 50% employer match on the first 6% of employee contributions. However, you will have two investment choices rather than three. The two choices are the current plan's Fund A, the Guaranteed Fund, and Fund B, the Variable Fund. Contributions to Fund C, which invests in CIGNA stock, will not be continued. Any individual who is currently making contributions into Fund C should complete a change form indicating whether he/she wishes this contribution to go into Fund A or B. You may obtain a form from the Human Resources Department. If we do not receive a form by the closing date, those contributions will be automatically changed into Fund A.

To All Employees
August 29, 1988
Page 4

Those of you who currently have a balance in Fund C will be able to transfer your investment into one of the other funds at any time prior to December 31, 1989. This will be a one time election and should afford you the opportunity to select the point of time that you feel would be most advantageous to transfer out of the Fund C.

I believe that, taken as a whole, this benefit package is excellent and reflects our desire to provide benefits that afford financial stability to you and your family. Of course, much work remains to be done, and I will continue to report to you the latest developments as they are completed. Benefit brochures that provide detailed information about the entire package will be available as soon as feasible.

Sincerely,



Anita H. Stoia
Assistant Vice President and
Director of Personnel

AHS/kj



INVESTORS LIFE GROUP

August 23, 1990

Mr. Matthew Ruttinger
Swift, Kennedy & Co.
994 Beaver Dr.
PO Box 1032
DuBois, PA 15801

Dear Ted:

The following information will provide you with some detail as to your benefits. I have enclosed enrollment forms for you to complete and return to me. I also need your home address, so I can direct your pension payments to there.

Basic Life- \$10,000. of term life, paid by the company. A booklet outline this coverage has been enclosed.

Supplemental Life- Our records indicate your income for 1989 was just over \$29,000. This gets rounded up to \$30,000. The insurance is three times your salary, which totals \$90,000. of coverage. The rate for your age is \$0.73 per thousand which equals \$65.70 a month. You pay for this coverage until age 65 then the company pays for the coverage. Please complete the enclosed enrollment form, and make sure you designate a beneficiary. A booklet with additional information has been enclosed.

Medical- Your coverage with Connecticut General became effective August 1, 1990. You have a \$300. per person deductible, and most procedures are covered at 80%. A booklet describing further detail of the plan has been enclosed. Please complete the enrollment form. Your portion of the premium is \$25.00 a month. I have enclosed ID cards and claim forms.

Dental- Mutual Benefit Life currently insures our dental plan. I have enclosed the enrollment form for you to complete. We recently transferred into this group, so I have not yet received claims forms or a plan booklet. When I do receive them I will forward them to you. Your portion of the premium is \$2.00 a month.

I contacted Barbara Gaskins at CIGNA retiree relations to ensure these benefits match those you would have had under CIGNA. She confirmed all information contained in this letter. You will have to forward a total of \$92.70 each month to maintain these benefits. If you have any questions, feel free to contact me.

Sincerely,


Lisa M. Boyle

Benefits Manager
Investors Life Insurance Companies - Standard Life Insurance Company - InterContinental Life Insurance Company



INSURANCE GROUP

Family Life Insurance Company • Investors Life Insurance Companies

June 7, 1996

Mr. Matthew T. Ruttinger
Swift Kennedy Financial Co.
994 Beaver Drive
P.O. Box 1032
DuBois, PA 15801

RE: Group Insurance Benefits

Dear Mr. Ruttinger:

Thank you for your letter of May 21, 1996.

After extensive research we have determined that since you have not submitted premiums for the supplemental life or dental coverageEs, these benefits have been terminated effective September 30, 1990. In addition, you have not submitted the \$25.00 monthly premium for the health insurance however, you mistakenly remained on the health plan.

We will continue your health coverage at the \$25.00 per month premium (subject to change) upon retroactive payments of \$25.00 per month from January 1, 1990 to June 30, 1996. Health coverage for you and your spouse will continue until attainment of age 65 at which time Medicare will become the primary carrier and the coverage offered by ILCO at that time will be the secondary carrier.

Please remit your retroactive premium of \$1,950.00, payable to InterContinental Life Corporation, by July 1, 1996. (78 months x \$25.00 = \$1,950). You will need to send \$25.00 per month beginning July 1, 1996. If we do not receive payment from you by this date your health insurance will terminate on July 1, 1996.

If you have any questions, please feel free to contact me.

Sincerely,

Ronnie Bracht 5127

Ronnie Bracht
Benefits Coordinator

371-1974

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing NOTICE OF REMOVAL has been served, via regular U.S. Mail Delivery, this 22d day of August, 2000, to:

ROBERT M. HANAK, ESQUIRE
HANAK, GUIDO AND TALADAY
498 JEFFERS STREET
POST OFFICE BOX 487
DUBOIS, PA 15801

JONES, GREGG, CREEHAN & GERACE, LLP

BY: 

JOHN P. DAVIS, III
Attorney for Defendants

P.A. I.D. NO. 33294

JONES, GREGG, CREEHAN & GERACE, LLP
FIRM NO. 140

411 SEVENTH AVENUE
SUITE 1200
PITTSBURGH, PA 15219-1905
(412) 261-6400

JONES, GREGG,
CREEHAN & GERACE LLP

ATTORNEYS AT LAW

JOHN P. DAVIS, III
(412) 261-6400
jpd@jgcg.com

JGC&G

August 22, 2000

William A. Shaw, Prothonotary
Clearfield County Courthouse
One North 2nd Street
Clearfield, PA 16830

**Re: Matthew T. Ruttinger and Shirley Ruttinger v. FIC Insurance
Group and Intercontinental Life Insurance Company
No. 00-907-CO
JGC&G File No.: (Pending)**

Dear Mr. Shaw:

Enclosed please find a courtesy copy of the Notice of Removal which was filed in the United States District Court for the Western District of Pennsylvania, Johnstown, today.

If you have any questions or should need additional information, please do not hesitate to contact me.

Very truly yours,



John P. Davis, III

JPD/tsp

Enclosures

cc: Robert M. Hanak, Esquire (w/encl.)
Hanak, Guido and Taladay
498 Jeffers Street
Post Office Box 487
DuBois, PA 15801

JONES, GREGG,
CREEHAN & GERACE LLP

ATTORNEYS AT LAW

JOHN P. DAVIS, III
(412) 261-6400
jpd@jgcg.com

JGC&G

August 25, 2000

William A. Shaw, Prothonotary
Clearfield County Courthouse
One North 2nd Street
Clearfield, PA 16830

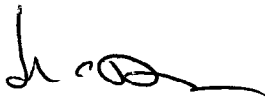
Re: Matthew T. Ruttinger and Shirley Ruttinger v. FIC Insurance
Group and Intercontinental Life Insurance Company
No. 00-907-CO
JGC&G File No.: (Pending)

Dear Mr. Shaw:

Enclosed please find a courtesy copy of the Stipulation for Extension of Time in which to file a Responsive Pleading which has been filed in Federal Court.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



John P. Davis, III

JPD/tsp

Enclosure

cc: Robert M. Hanak, Esquire (w/encl.)
Hanak, Guido and Taladay
498 Jeffers Street
Post Office Box 487
DuBois, PA 15801

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA, JOHNSTOWN

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

Plaintiffs,

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

NO. CA 00-223 JOHNSTOWN

STIPULATION FOR EXTENSION OF
TIME IN WHICH TO FILE A
RESPONSIVE PLEADING

Filed on Behalf of Defendants,

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY

Attorney of Record for
These Parties:

JOHN P. DAVIS, III
PA. I.D. NO. 33294

JONES, GREGG, CREEHAN
& GERACE, LLP
FIRM NO. 140

411 SEVENTH AVENUE
SUITE 1200
PITTSBURGH, PA 15219-1905
(412) 261-6400

RECEIVED
R 8-27-00

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

Plaintiffs,

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

CIVIL ACTION - AT LAW

NO. 00-907-CD

STIPULATION FOR EXTENSION OF
TIME IN WHICH TO FILE A
RESPONSIVE PLEADING

Filed on Behalf of Defendants,

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY

Attorney of Record for
These Parties:

JOHN P. DAVIS, III
PA. I.D. NO. 33294

JONES, GREGG, CREEHAN
& GERACE, LLP
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411 SEVENTH AVENUE
SUITE 1200
PITTSBURGH, PA 15219-1905
(412) 261-6400

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MATTHEW T. RUTTINGER and
SHIRLEY RUTTINGER,

CIVIL ACTION - AT LAW

Plaintiffs,

NO. 00-907-CD

v.

FIC INSURANCE GROUP and
INTERCONTINENTAL LIFE
INSURANCE COMPANY,

Defendants.

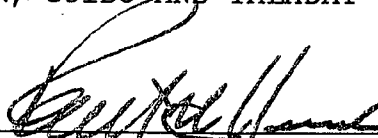
STIPULATION FOR EXTENSION OF TIME IN WHICH TO FILE
A RESPONSIVE PLEADING

AND NOW, come MATTHEW T. RUTTINGER and SHIRLEY RUTTINGER, Plaintiffs, and FIC INSURANCE GROUP and INTERCONTINENTAL LIFE INSURANCE COMPANY, Defendants, by and through counsel, and hereby stipulate that Defendants shall have an extension of time until September 29, 2000, in which to file a responsive pleading to the Complaint filed in the Court of Common Pleas of Clearfield County, at No. 00-907-CD.

HANAK, GUIDO AND TALADAY

DATED: Aug 24-00


BY:


ROBERT M. HANAK
Attorney for Plaintiffs

JONES, GREGG, CREEHAN & GERACE, LLP

DATED: 8/22/00

BY:


JOHN P. DAVIS, III
Attorney for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing STIPULATION FOR EXTENSION OF TIME IN WHICH TO FILE A RESPONSIVE PLEADING has been served, via regular U.S. Mail Delivery, this 24th day of August, 2000, to:

ROBERT M. HANAK, ESQUIRE
HANAK, GUIDO AND TALADAY
498 JEFFERS STREET
POST OFFICE BOX 487
DUBOIS, PA 15801

JONES, GREGG, CREEHAN & GERACE, LLP

BY:

JOHN P. DAVIS, III
Attorney for Defendants