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ORIGINAL  
U.S. COURTS

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CLERK BOARD

Attorneys for Defendants Continental Casualty Company  
and CNA Group Life Assurance Company

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

CHRIS J. DENNISON,

Plaintiff,

vs.

CONTINENTAL CASUALTY COMPANY,  
an Illinois corporation; CNA GROUP LIFE AS-  
SURANCE COMPANY, a wholly owned subsidi-  
ary of Continental Casualty Company, RURAL  
TELEPHONE COMPANY, an Idaho Corporation,

Defendant.

Case No. CIV-02-507-S-LMB

DEFENDANTS, CONTINENTAL  
CASUALTY COMPANY AND  
CNA GROUP LIFE ASSURANCE  
COMPANY'S ANSWER

Fec: \$150.00

Defendants, Continental Casualty Company and CNA Group Life Assurance  
Company, by and through their attorneys of record, Quane Smith, answers Plaintiff's  
Complaint and alleges as follows:

1 — DEFENDANTS, CONTINENTAL CASUALTY COMPANY AND CNA GROUP LIFE  
ASSURANCE COMPANY'S ANSWER

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Answering Defendants hereby admit Paragraphs 2, 3, and 14 of Plaintiff's Complaint.
3. Answering Defendants specifically deny Paragraphs 16, 20, 21, 28, 29 and 30 of Plaintiff's Complaint.
4. With regards to Paragraphs 1, 4, 8, 9, 11, 12, and 13, answering Defendants have insufficient information upon which to admit or deny these allegations, and therefore deny the same.
5. With regards to Paragraphs 5, 10, 19, and 27, these paragraphs contain legal assertions or conclusions to which no response is required. To the extent that they do assert factual allegations, those allegations are specifically denied.
6. With regards to Paragraph 15, Answering Defendants admit that on or about May 2, Mr. Dennison appealed CNA's initial denial and enclosed documentation. Defendants specifically deny Plaintiff's assertion that this documentation establishes certain facts, as well as any assertion that CNA may have been given incomplete or inaccurate information.
7. With regards to Paragraph 17, Answering Defendants admit that on or about June 24, 2002, CNA's appeal committee notified Plaintiff that benefits were denied. Answering Defendants specifically deny any factual assertion that Plaintiff was unable to work, or any other underlying fact being asserted in Paragraph 17.
8. With regards to Paragraphs 22, 23, 24, and 25, these allegations are directed

at another Defendant and therefore, no response is required from these Answering Defendants. To the extent that these paragraphs contain allegations of fact directed to Answering Defendants or to the extent that a response is otherwise needed, these paragraphs are specifically denied.

9. With regards to Paragraph 7, 18, and 26, these Paragraphs incorporate allegations contained within other paragraphs of the complaint, and as such, Answering Defendants admit, deny, deny without knowledge and otherwise respond as indicated above, and incorporated herein.

10. All potential claims that could be asserted in this case are governed by the Employee Retirement Income Security Act of 1974 (ERISA). All state law claims including those asserted are pre-empted by 29 U.S.C. §1144/ §514.

11. Plaintiff is not entitled to any relief as there are no benefits to which he is entitled (does not meet the definition of "disabled").

12. Plaintiff's claim of disability may be a result of a pre-existing condition which precludes an award of benefits.

13. Plaintiff may have received payments from other sources which amounts would reduce those payments, if any, required to be made by Answering Defendants to Plaintiff under the terms of the policy.

14. If Answering Defendants have any liability to Plaintiff, which liability Answering Defendants deny, any recovery by Plaintiff would be subject to the limitations, and are governed exclusively by, ERISA, 29 U.S.C. §§ 1001, *et. seq.*

15. Plaintiff may have failed to join, as parties to this action, one or more persons or entities necessary for a just adjudication. If so, said persons or entities would be indispensable, and this action hold be dismissed pursuant to F.R.C.P. 12(b)(7) and 19(a) due to their absence.

16. Plaintiff is estopped from recovering any benefit other than those set forth in the contract, and subject to the provisions of 29 U.S.C. §§ 1001, et. seq.

17. Plaintiff may be barred and precluded from any recovery by the doctrine of laches or waiver.

#### REQUEST FOR ATTORNEY'S FEES

18. Answering Defendants, as a result of the filing of this action by Plaintiff, has been required to retain the services of counsel to defend this action. Pursuant to 29 U.S.C. § 1132(g)(1), Answering Defendants seek recovery of its reasonable attorney's fees, costs and disbursements incurred in defending this action.

#### PRAYER FOR RELIEF

WHEREFORE, Answering Defendants pray that this Court enter judgment against Plaintiff as follows:

1. Dismissing Plaintiff's Complaint with Plaintiff taking nothing thereby;
2. For such other and further relief as this Court deems just.

Dated 17 day of December, 2002.

QUANE SMITH LLP

By:



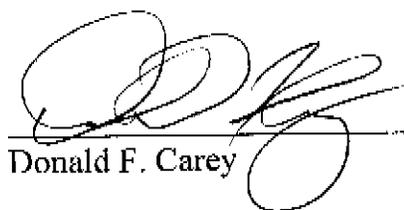
Donald F. Carey, of the Firm  
Attorneys for Defendants Continental  
Casualty Company and CNA Life Assur-  
ance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17 day of December, 2002, I served a true and correct copy of the foregoing DEFENDANTS, CONTINENTAL CASUALTY COMPANY AND CNA GROUP LIFE ASSURANCE COMPANY'S ANSWER by:

David E. Comstock, Esq.  
COMSTOCK AND BUSH  
800 West Idaho, Suite 300  
P.O. Box 2774  
Boise, Idaho 83701-2774  
208/344-7700

[  ] U.S. Mail, postage prepaid  
[  ] Hand-Delivered  
[  ] Overnight Mail  
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Donald F. Carey

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