

SUPREME COURT OF KANSAS

In re the Marriage of Hall

295 Kan. 776 (2012) · Decided October 5, 2012

SUMMARY

The Kansas Supreme Court held that a court may not order a child-support obligor to cooperate with an obligee's efforts to obtain life insurance on the obligor's life when the obligor objects. The court interpreted K.S.A. 40-453(a) as expressing a public policy that life insurance cannot be obtained or maintained over the insured's objection. The court reversed the district court and Court of Appeals orders requiring Marc Hall to cooperate with Susan Hall's efforts to obtain the insurance.

CASE DETAILS

COURT	Supreme Court of Kansas
WRITING FOR THE COURT	Luckert, J.; Moritz, J. (not participating); Thomas H. Sachse, District Judge (assigned)
JURISDICTION	Kansas
DECIDED	October 5, 2012
DISPOSITION	reversed
PROCEDURAL POSTURE	Marc Hall petitioned for review after the Kansas Court of Appeals affirmed a district court order requiring him to cooperate with Susan Hall's efforts to obtain life insurance on his life as security for maintenance and child support.
STANDARD OF REVIEW	Statutory interpretation is reviewed without limitation. The district court's order was reviewed for abuse of discretion; a decision based on an error of law constitutes an abuse of discretion.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Marc Hall v. Susan Hall

TOPICS

life insurance litigation

statutory interpretation

legislative intent

family law procedure

appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether a district court may order a child support obligor who objects to the order to cooperate with an obligee's efforts to obtain life insurance on the obligor's life.
2. Whether such an order violates Kansas public policy expressed in K.S.A. 40-453(a).

HOLDINGS

1. A court order requiring a child support obligor to cooperate with a child support obligee's efforts to obtain insurance on the obligor's life is against Kansas public policy, as expressed in K.S.A. 40-453(a), when the obligor objects to the order.

KEY QUOTATIONS

"Hence, we hold a court order requiring a child support obligor to cooperate with a child support obligee's efforts to obtain insurance on the life of an obligor is against public policy, as expressed by the Kansas Legislature in K.S.A. 40-453(a), if the obligor objects to the order." (784-785)

"the Kansas Legislature has expressed its intent that a life insurance policy cannot be obtained or maintained if the insured objects." (782-783)

FACTUAL BACKGROUND

During divorce proceedings, Susan Hall asked the district court to require Marc Hall to cooperate with her efforts to obtain life insurance on his life, at her expense, to secure potential maintenance and child support obligations. Marc objected to the request. The district court nevertheless ordered him to cooperate, and the Court of Appeals affirmed.

PROCEDURAL HISTORY

In the divorce decree, the district court ordered Marc Hall to pay maintenance and child support and, over his objection, to cooperate with Susan Hall's efforts to obtain life insurance on his life at her expense. The Court of Appeals affirmed. The Kansas Supreme Court granted review and reversed both the Court of Appeals and the district court.

DISPOSITION

reversed

CASES CITED

- In re Marriage of Hall, 43 Kan. App. 2d 392, 394-396, 225 P.3d 764 (2010)
- Board of Miami County Comm'rs v. Kanza Rail-Trails Conservancy, Inc., 292 Kan. 285, 320, 255 P.3d 1186 (2011)
- National Bank of Andover v. Kansas Bankers Surety Co., 290 Kan. 247, 258, 225 P.3d 707 (2010)

- Insurance Co. v. Elison, 72 Kan. 199, 203-204, 83 P. 410 (1905)
- Geisler v. Mutual Benefit H. & A. Ass'n, 163 Kan. 518, 522, 183 P.2d 853 (1947)
- Tromp v. National Reserve Life, 143 Kan. 98, 102-103, 53 P.2d 831 (1936)
- Colver v. Central States Fire Ins. Co., 130 Kan. 556, 562, 287 P. 266 (1930)
- In re Marriage of Day, 31 Kan. App. 2d 746, 74 P.3d 46 (2003)
- Phillips v. St. Paul Fire & Marine Ins. Co., 289 Kan. 521, 525-526, 213 P.3d 1066 (2009)
- Davis v. Davis, 275 Neb. 944, 750 N.W.2d 696 (2008)
- Hopkins v. Hopkins, 328 Md. 263, 614 A.2d 96 (1992)
- PHL Variable Ins. Co. v. Price Dawe 2006 Ins. Trust, 28 A.3d 1059, 1076 (Del. 2011)
- Lowe v. Rennert, 869 S.W.2d 199, 203 (Mo. App. 1993)
- Meerwarth v. Meerwarth, 128 N.J. Super. 285, 289, 319 A.2d 779 (1974)
- Cook v. Bankers Life & Casualty Co., 329 N.C. 488, 493, 406 S.E.2d 848 (1991)