

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Senior District Judge Richard P. Matsch

Civil Action No. 11-cv-01290-RPM

BEVERLY A. LANGFORD,

Plaintiff,

v.

WEST COAST LIFE INSURANCE COMPANY, a Nebraska corporation,

Defendant.

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ORDER COMPELLING ARBITRATION AND FOR STAY

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Upon review of the defendant's motion to compel arbitration and stay the proceedings, filed July 1, 2011, the plaintiff's response, the defendant's reply and the allegations of the complaint, the Court finds and concludes that the plaintiff's claim for death benefits is based on the contention that there was insurance coverage effective May 20, 2010, prior to the insured's death on June 1, 2010, under the terms of the Conditional Receipt Agreement. That Agreement is based upon the application for insurance coverage. That application contains an arbitration provision, requiring arbitration of any disagreement relating to coverage, including sales and solicitation. The plaintiff opposes the motion to compel arbitration on the ground that these are separate documents and the Conditional Receipt Agreement does not itself contain an arbitration clause. That attempt at considering these documents in the disjunctive fails. The two documents are integrated and interdependent. Accordingly, the arbitration provision is applicable to the plaintiff's claims and it is therefore

ORDERED that the defendant's motion to compel is granted and this civil action is stayed pending arbitration.

Dated: August 10<sup>th</sup>, 2011

BY THE COURT:

s/Richard P. Matsch

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Richard P. Matsch, Senior District Judge