Sane or Insane? Confronting Allegations That the Decedent-Insured Lacked Suicidal Intent

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Background and Commentary

When an insured dies by suicide, a life insurance policy’s suicide clause may operate to exclude coverage. The specific language of suicide clauses varies among policies, but many policies provide that if the insured commits suicide, while sane or insane, within two years of the issuance, the beneficiary is not entitled to the full policy proceeds.

Despite this clear and unambiguous language, establishing suicide can be difficult – even in the face of documentary evidence, such as a death certificate confirming the manner of death as suicide. In many jurisdictions, there is a presumption against suicide. In addition, a claimant/plaintiff may be able to create a factual issue as to whether the insured lacked “suicidal intent.”

Legal Landscape

Fifteen states have held that all acts of self-destruction constitute suicide, regardless of the decedent’s intentions. In these states, a life insurer can establish suicide as the manner of death without regard to a claimant’s contentions that the insured/decedent lacked suicidal intent. Dispositive motions may be well received by courts in these states because a claimant cannot create a genuine issue of material fact through testimony or circumstantial evidence negating suicidal intent.

Other courts have held that an insured’s suicidal intent is relevant in determining the cause of death. These courts have generally held that an insured lacking the mental capacity to form suicidal intent cannot be deemed to have died by suicide. Although this approach may make it more difficult for a life insurer to establish suicide as the manner of death, this is not necessarily an insurmountable hurdle, and insurers are often able to establish suicide as a matter of law.

Consider Expert Testimony in Support of Summary Judgment

Expert testimony regarding the insured’s intent may be useful at the summary judgment stage in a suicide-related case. Relying in large part on expert testimony, the Ninth Circuit (applying California law) affirmed summary judgment in favor of a life insurer in a suicide-related case despite the claimant’s allegations that the insured was delusional when he shot and killed himself. See Tortuya v. Metropolitan Life Ins. Co., No. 92-16693, 1994 WL 192331 (Table) (9th Cir. Feb. 9, 1994).

In reviewing the evidence submitted by both parties, the Ninth Circuit noted that there was no dispute that the insured “got out of bed, looked for the gun because his wife had hidden it from him, found the gun in the closet, went to the bathroom, put the rifle in his mouth, and shot himself.” Id. at *1. The court deemed significant expert testimony from both sides that “without a doubt” the insured knew that his rifle was a lethal weapon, that “suicidal intentions were clearly present . . . during the past ten years.” Id. In awarding summary judgment to the insurer, the court agreed that “[a]s the evidence suggests that the decedent understood the consequences of his act and, thus, had the requisite suicidal intent.” Id.

The Ingestion of Mind-Altering Drugs or Alcohol Does Not Necessarily Undermine Suicidal Intent

Although courts vary in their assessments of cases involving suicide while intoxicated, intoxication leading to suicide may not necessarily deprive an insurer of summary judgment. The Eleventh Circuit, in applying Florida law, has generally recognized that “Florida law requires the intent to achieve self-
Speculative Theories Regarding Insured’s Intent May Not Defeat Summary Judgment

In several cases, courts have considered the performance of an act that has a high probability of causing death as evidence of suicidal intent sufficient to render judgment in favor of the life insurer – despite speculative and/or circumstantial theories to the contrary advanced by the claimant. See, e.g., C.M. Life Ins. Co. v. Ortega Through Ortega, 562 So. 2d 702 (Fla. Dist. Ct. App. 1990) (plaintiff/claimant’s circumstantial evidence of absence of suicidal intent insufficient to overcome presumption that suicidal intent was formed because the insured participated in Russian roulette).

In Chepke v. Lutheran Bhd., 660 N.E.2d 477 (Oh. Ct. App. 1995), the Ohio Court of Appeals affirmed summary judgment in favor of a life insurer when the insured died as a result of carbon monoxide inhalation. Although the insured’s body was found outside of his truck in the garage with the truck engine running, the claimant alleged that the circumstances evidenced his intent to escape the garage, having “changed his mind.” Id. at 478. The court explained that the plaintiff/claimant’s theories were “not supported by anything but speculation.” Id. at 479 (emphasis in original.) The court further held that “speculation as to why [the insured] died outside of his truck does not overcome the undisputed facts which indicate that the death was brought about as a result of [the insured’s] trying to kill himself by breathing carbon monoxide fumes[.]” Id. at 479-80. The court concluded that, were it to hold otherwise, “a question of fact would arise for most instances of suicide.” Id. at 480; see also Yonkers v. Riversource Life Ins. Co., No. 10-80415-CIV, 2011 WL 332830, at *5 (S.D. Fla. Jan. 31, 2011) (finding claimant’s evidence of “positive aspects [of the insured’s] life” as insufficient to overcome summary judgment when evidence demonstrated that the insured committed suicide).

Case law continues to develop in this area. Most recently, on March 29, 2017, the United States District Court for the District of Colorado in Renfandt v. New York Life Ins. Co., Case No. 1:16-cv-01812-MSK-GPG, sua sponte, certified a question of state law to the Colorado Supreme Court concerning the proper interpretation of “suicide, while sane or insane” in the context of a suicide when it is undisputed that the insured was under the influence of drugs and alcohol.

For more information about these cases, please contact one of the attorneys listed below.

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