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Effect of the Manner of Death in Medicolegal Cases on Insurance Settlements Involving Double Indemnity

The purpose of this study was to determine whether any problem areas exist concerning the certification of manner of death and insurance settlements. The manners of death under consideration are mainly those in which there is a question of natural death versus accidental death. Many of these deaths have a self-contributory factor, and the inquiry was directed to the following questions:

1. How much uniformity exists among the opinions of medical examiners as to the manner of death?
2. Is the manner of death as listed on the death certificate accepted without reservation by insurance companies responsible for settlements?
3. If it is not accepted, how is manner of death determined for the purpose of insurance settlement?

It is frequently stated in publications that one of the reasons for medicolegal investigations and autopsies is for insurance purposes [*1–3*]. Forensic pathologists and other forensic scientists often discuss the effect that certain classifications of manner of death may have upon insurance settlements. Because there are no uniform guidelines for certifying manners of death, it is evident that there are differences of opinion. It is foreseeable that for a person dying in one jurisdiction death may be certified from natural causes, while for another person dying under identical circumstances in another jurisdiction, death may be certified from accidental causes. Logically, this poses a question as to whether the locale of death affects the financial settlements for survivors.

Method of Survey

This survey is limited to the effect of the certification of the manner of death by medical examiners on the payment of double-indemnity, accidental-death benefits by insurance companies. It does not encompass any other matters of insurance, legal problems, or judicial action.

The opinions or assertions contained herein are the private views of the author and are not to be construed as official or as reflecting the views of the Department of the Army or the Department of Defense.

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In order to remove any conjecture and to approach the situation in an objective manner, it was concluded that the research should be conducted with both medical examiners and insurance companies. Coroner systems were excluded because of the wide variation in qualifications and the methods of selection of persons to those positions. Five hypothetical situations were selected for consideration by both medical examiners and insurance companies. These situations were prepared by the author and seven forensic pathologists assigned to the Armed Forces Institute of Pathology.

Hypothetical Cases

Case 1 (Asphyxia)

A father found his son, a 26-year-old single man, suspended by the neck in his bedroom and notified the police. The suspension device was intricately arranged with pulleys for control of pressure on the neck. The portion of the rope around the neck was padded with a large bath towel. The penis of the subject was wrapped in a small hand towel inside his undershorts. He was not wearing any trousers. Plainly visible throughout the room, and to the subject in the state of suspension, was a multitude of erotic photographs. Statements from other members of the family indicated the deceased had previously engaged in deviant sexual activities. Various other suspension devices were found secreted in his room, as well as other points for the attachment of suspension devices. The anatomic cause of death at autopsy was asphyxia caused by strangulation by hanging.

Case 2 (Narcotic)

A 27-year-old single man, an auto-assembly-line worker, was found dead in his room by his mother and sister, who notified the police. Investigation disclosed typical narcotic paraphernalia in plain view about the room. His belt was still looped about the upper arm when he was found. Toxicologic examination of a hypodermic needle found on the floor, as well as the residue in the spoon, disclosed heroin in a concentration of about 10 percent, as well as quinine and mannitol. There were several needle marks on his arms, indicating prior use of drugs. He had been known to use barbiturates. There was no evidence to suggest that he intended to commit suicide. Anatomic findings included marked pulmonary edema with some focal intra-alveolar hemorrhage, portal triaditis, and visceral congestion. Toxicologic studies revealed opiates in the subcutaneous tissues beneath a recent needle track of the arm. The concentrations of morphine in urine and bile were 1.7 mg/100 ml and 5.6 mg/100 ml, respectively. No other drugs were identified.

Case 3 (Bee Sting)

A 39-year-old married man was driving in the country with his family. He stopped the car to get some apples in an orchard. He had not climbed very far up a tree when he made a few waving motions and fell to the ground. Severe respiratory distress and cyanosis were observed immediately, and he was dead on arrival at the hospital. The only external evidence of injury were a wheal and flare on his neck, suggesting a bee sting. Anatomic findings included edema of the glottis, pulmonary edema, and visceral congestion. There were no significant blunt-force injuries. His wife said he was allergic to bee stings and he had a prior medical history of significant reactions. A check of the scene disclosed numerous bees near the apple tree.

Case 4 (Heart Disease/Drowning)

A 46-year-old man with a documented history of angina pectoris had been fishing with friends in a rowboat. While casting his line into the lake, he rose from his seat, clutched

his chest in sudden pain, and collapsed over the side of the boat into the water. He made a few feeble thrashing movements, then disappeared under the water. Several hours later the body was recovered. The postmortem examination disclosed marked diffuse coronary atherosclerosis without the presence of a recent thrombus or intramural hemorrhage. A study of electrolytes in blood from the right and left sections of the heart was inconclusive for drowning. Petechiae of the pleura were noted. The lungs were not edematous and had a combined weight of 980 g. The stomach contained 40 cm^3 of mucoid material. Unilateral temporal bone hemorrhage was noted.

Case 5 (Automobile Crash)

The body of a 35-year-old man was brought in following a single-car accident. Investigation disclosed that the deceased was a wealthy young businessman who was driving a late-model, luxury car that was in excellent condition. He had left his office a few minutes before the accident, following an argument with his partner, and he went home with the expressed intention of bringing in some business papers over which the dispute had arisen. Examination of the scene revealed an absence of skid marks. The accident had occurred in a secluded part of a wide, straight highway where the surface was good, even, and dry. Two workmen doing maintenance on a railroad bridge observed the crash and reported that the car suddenly veered towards a concrete abutment while traveling at a considerable rate of speed. Further inquiry disclosed that the deceased had recently separated from his wife and that there were no children. The only significant autopsy findings were pulmonary edema and a large depressed skull fracture with underlying laceration of the brain.

The five hypothetical situations were submitted to 25 medical examiners for their interpretation of the facts. The medical examiners selected for the study were forensic pathologists who supervised approved programs of residency training in the special field of forensic pathology [*4*]. They were asked to evaluate each situation by: (1) giving their opinion of the manner of death, and (2) providing the reasoning used as the basis for their opinion. They were asked not to assume any additional facts. The object of this portion of the survey was to determine how much uniformity of opinion exists for a given situation.

The same hypothetical situations were furnished to the medical directors of 16 of the major life insurance companies in North America. They were asked to presume that in each case the deceased person had a valid paid-up insurance policy in effect containing a double-indemnity clause in case of accidental death. They were also requested not to assume any additional facts. The insurance companies were asked to respond to the following questions:

1. In deciding how to settle, would you accept without reservation the manner of death as listed on the death certificate?
2. If the death certificate listed this death as natural, would you honor the double-indemnity clause?
3. If the death certificate listed this death as accidental, would you honor the double-indemnity clause?
4. If the death certificate listed this death as undetermined, would you honor the double-indemnity clause?

These four questions were asked for all five hypothetical situations. A fifth question was added regarding Case 5 (automobile crash):

5. If the death certificate listed this death as suicide, would you honor the double-indemnity clause?

Results of Survey

Medical Examiners

Replies were received from 80 percent of the medical examiners asked to participate in the survey. Their classifications of the manners of death for all five cases are listed in Table 1.

TABLE 1—*Medical-examiner opinions[a] on manners of death.*

Case Number	Natural		Accident		Suicide		Undetermined	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
1 (Asphyxia)	0	0	20	100	0	0	0	0
2 (Narcotic)	2	10	13	65	0	0	5	25
3 (Bee Sting)	0	0	19	95	0	0	1	5
4 (Heart Disease/ Drowning)	9	45	8	40	0	0	3	15
5 (Automobile Crash)	0	0	8	40	5	25	7	35

[a] 20 responses = 100 percent.

A summary of the general reasoning used by the medical examiners in arriving at their opinions as to the manner of death is given for each case situation:

Case 1 (*Asphyxia*)—This is the only situation in which medical-examiner responses were unanimous as to the manner of death (100 percent of responses). They all selected the classification of accidental death because of the occurrence of an unanticipated event during self-stimulation.

Case 2 (*Narcotic*)—The classification of death from natural causes (10 percent of responses) was selected because addiction is a disease. The classification of accidental death (65 percent of responses) was selected because there was an inadvertent complication of an unintentional overdose. The reason for the classification of undetermined (25 percent of responses) was that neither homicide nor suicide could be ruled out because of the overdose.

Case 3 (*Bee Sting*)—Accidental death was selected in 95 percent of the responses because death was caused by an external agent. The classification of undetermined was selected in 5 percent of the responses because there are no unequivocal means of determining anatomically whether death was caused by a bee sting.

Case 4 (*Heart Disease/Drowning*)—The classification of natural death was selected by 45 percent of the medical examiners because they considered that death was due to coronary disease and not drowning. Forty percent classified death as accidental because the man was apparently alive in the water. Most of the medical examiners who classified the death as accidental would list the cause of death as drowning with heart disease as a contributing factor. The undetermined classification was selected by 15 percent because they felt it was not possible to determine with any certainty the actual manner of death.

Case 5 (*Automobile Crash*)—The classification of accidental death (40 percent of responses) was listed because there was not enough information to prove or defend

suicide. The classification of suicide (25 percent of responses) was selected because the background information tended toward an indication of suicide. The undetermined classification (35 percent of responses) was used because there was insufficient information to classify the death as an accident or suicide because of the possibility that the driver fell asleep or that his attention was diverted from driving.

Insurance Companies

Replies were received from 10 of the 16 insurance companies (62.5 percent) asked to participate in the survey. Several of the insurance companies sent replies made by medical directors after consultation with legal and claims departments, and a few replies were received directly from legal and claims departments. The responses cannot be termed as absolute in all cases, as some classifications were qualified by the expression "under limited circumstances." The replies were generally complex because many of the responses could not be answered categorically by a simple "yes" or "no." Some of the situations required detailed explanations. For these reasons the responses could not be assembled into a table; the results are therefore reported in narrative form.

Half of the insurance companies explained their use of the death certificate in deciding how to settle a claim, for example, "Death certificates are not accepted at face value and we would further investigate." Another company stated, "Generally death certificates are not accepted as conclusive in determining liability in most fact situations. A death certificate is one of many factors involved in a claim situation. In most cases it would be supportive, while in other cases it would be in opposition to the position taken on a claim." Another response was, "The conclusion in the death certificate is viewed as merely one item of several in a thorough investigation of a death. The death certificate is really given less prominence than it really has." Most companies would conduct further investigation to develop the facts independently; as one company stated, "The death certificate in itself is not very helpful and the decision to pay 'double indemnity' would only be made after very careful investigation."

A summary of the replies from the insurance companies follows:

Case 1 (Asphyxia)—Three insurance companies (30 percent) would accept the manner of death as listed on the death certificate, as opposed to seven companies (70 percent) that would not accept it.

If the death certificate listed the manner of death as natural, or accidental, or undetermined, eight companies (80 percent) would not honor the double-indemnity clause. One company (10 percent) considered the death accidental and would honor the double indemnity clause even though the death certificate might list the death as natural or undetermined. The remaining company would not honor the double-indemnity clause if the manner of death was listed as natural or undetermined. If the listing was "accidental," it would be accepted with some reservations, but in most such instances the insurance would be paid under double indemnity.

Case 2 (Narcotic)—Two insurance companies (20 percent) would accept the manner of death as listed on the death certificate in this case, as opposed to eight companies (80 percent) that would not accept it.

If the death certificate listed the manner of death as natural, or accidental, or undetermined, eight companies (80 percent) would not honor the double-indemnity clause. Two companies (20 percent) would not honor the double-indemnity clause if the death was listed as natural or undetermined; if the death was listed as accidental, however, one of

them would accept it with some reservations and indicated the final outcome would be payment, while the other company indicated it probably would not pay.

Case 3 (Bee Sting)—Four insurance companies (40 percent) would accept the manner of death as listed on the death certificate, as opposed to six companies (60 percent) that would not accept it.

If the death certificate listed the manner of death as natural, or accidental, or undetermined, one company (10 percent) would not honor the double-indemnity clause, as compared to six companies (60 percent) that would honor it. Two companies (20 percent) would not honor the clause if the death was listed as natural or undetermined, but they would honor it if the death was listed as accidental. The remaining company (10 percent) would not honor the clause if the death was listed as natural, would probably honor it if the death was listed as accidental, and might honor it if the manner of death was listed as undetermined.

Case 4 (Heart Disease/Drowning)—Three insurance companies (30 percent) would accept the manner of death as listed on the death certificate as opposed to seven companies (70 percent) that would not accept it.

If the death certificate listed the manner of death as natural, or accidental, or undetermined, eight insurance companies (80 percent) would not honor the double-indemnity clause. Two companies (20 percent) would not honor the double-indemnity clause if the death was listed as natural or undetermined, but if it was listed as accidental they would honor the clause.

Case 5 (Automobile Crash)—Four insurance companies (40 percent) would accept the manner of death as listed on the death certificate, as opposed to six (60 percent) that would not accept it.

If the death certificate listed the manner of death as natural, or accidental, or suicide, or undetermined, four insurance companies (40 percent) would not honor the double-indemnity clause, while two companies (20 percent) would honor it. Three companies (30 percent) would not honor the clause if the manner of death was listed as natural, or suicide, or undetermined, but they would if the listing was "accidental." One company (10 percent) would not honor the clause if the listing was "suicide," but would honor it if the manner was listed as natural, or accidental, or undetermined.

Discussion

The classifications by medical examiners of the manners of death in these hypothetical cases disclosed some situations that were difficult to resolve—specifically, Case 4 (Heart Disease/Drowning) and Case 5 (Automobile Crash)—whereas Cases 1 through 3 (Asphyxia, Narcotic, and Bee Sting) were overwhelmingly classified as accidental deaths.

In complicated situations the manner of death may be in doubt, but the medical examiner must state an opinion within the current categories that are available, that is, natural death, accidental, suicide, homicide, or manner undetermined. It is a reasoned judgment based upon his experience and training. The selection of manner of death, or determining an applicable category, is subject to personal interpretation.

Likewise, there was considerable variation in the results obtained from the insurance companies. Approximately one third of the insurance companies would accept the manner of death as listed on the death certificate, but acceptance does not automatically determine whether or not double-indemnity benefits will be paid. Double-indemnity payments are affected by the insurance company's interpretation of the manner of death, by

the language in the insurance contracts, and by legal factors such as court rulings, statutory law, and legal precedent. Most of the responses (80 percent) specifically stated that a further investigation would be conducted, including those of some of the companies that would accept the listing on the death certificate as to manner of death. This could be expected in view of the statements that the death certificate is but one of many factors involved in a claim.

Double-indemnity payments may depend upon whether they are claimed. In some situations, if there is no claim for double indemnity, the company may conclude that death was from natural causes.

Some situations are not interpreted in the same manner by different insurance companies. In Case 1 (Asphyxia), one of the companies (10 percent) considered the death to be due to accidental means and would pay double indemnity, as compared to other companies that did not consider it an accidental death for insurance purposes. In Case 3 (Bee Sting) five insurance companies (50 percent) would not accept the statement on the death certificate as to manner of death; they would, however, honor the double-indemnity clause because they considered the death to be accidental by their own evaluation.

The major reason for not honoring double-indemnity benefits is the language contained in insurance contracts. The contracts may have exclusion clauses, as for cases of drug use or suicide, or may contain a stipulation that death must have occurred through accidental means or be the result of accidental bodily injury. "Death through accidental means" can generally be interpreted as meaning the individual had no control over the accident. That death be "the result of accidental bodily injury" means the death must have occurred after bodily injury caused by an accident.

Another reason for not honoring double-indemnity benefits is the theory of foreseeability or assumption of risk. If the natural or probable consequence of the insured's voluntary act is serious injury or death and death does in fact result, then the death has resulted from predictable and natural causes rather than from accidental bodily injury. These acts could occur in situations in which the self-contributory factor is high and the individual exposed himself to known danger, as in Case 1 (Asphyxia) and Case 2 (Narcotic).

Case law also has an effect upon whether double-indemnity benefits are paid. Case law cannot be universally applied, as it varies in different jurisdictions. In some areas the death must be accepted as accidental unless there is overwhelming evidence to prove otherwise.

A comparison of the responses of the medical examiners with those of the insurance companies revealed:

Case 1 (Asphyxia)—Twenty medical examiners (100 percent) classified the manner of death as accidental; only two insurance companies (20 percent) considered the death accidental and that double-indemnity payment would be made.

Case 2 (Narcotic)—Thirteen medical examiners (65 percent) classified the manner of death as accidental, but only one insurance company (10 percent) considered it as accidental for double-indemnity purposes, and this was with some reservation.

Case 3 (Bee Sting)—Nineteen medical examiners (95 percent) classified the manner of death as accidental; six insurance companies (60 percent) considered the death accidental and would honor double-indemnity payments regardless of the manner of death on the death certificate. Two other companies (20 percent) would honor double-indemnity payments if the death was listed as accidental, and another company (10 percent) indicated it would probably pay if the death was listed as accidental.

Case 4 (Heart Disease/Drowning)—Eight medical examiners (40 percent) classified the manner of death as accidental; only two companies (20 percent) would honor the double-indemnity clause and then only if the death was listed as accidental and caused by drowning.

Case 5 (Automobile Crash)—Eight medical examiners (40 percent) classified the manner of death as accidental; only two insurance companies (20 percent) would honor the double-indemnity clause regardless of the listing. Three other companies (30 percent) would honor the clause if the listing was accidental. Another company (10 percent) would honor the clause if the listing was other than suicide.

Several conclusions can be made from the results of this survey:

1. The reporting of the manner of death by medical examiners is not uniform.
2. Approximately two thirds of the insurance companies do not accept the manner of death, as listed on a death certificate, without reservation in deciding how to settle.
3. The determination of manner of death for purposes of insurance settlement is usually accomplished by a thorough investigation. The listing on the death certificate is only one factor in the determination. Other factors are the interpretation by the insurance company, the language in the insurance contract, and court rulings.

In the initial planning stages of this survey it was thought that possibly the current categories of the manner of death (natural, accident, suicide, homicide, and undetermined) may be too restrictive and therefore may be causing a problem between insurance settlements and the medical examiner's certification of manner of death. Several solutions were considered: adding a probability rating, such as "probably accidental;" adding a percentage rating, such as "accidental 75 percent;" or adding a self-contributory phrase to all categories, such as "accidental/self-contributory." After a review of the results of the survey it does not appear that the implementation of any of these systems by medical examiners would have any major effect upon double-indemnity payments by insurance companies.

Summary

The classification of a manner of death as accidental by a medical examiner does not necessarily mean that an insurance company will honor double-indemnity, accidental-death benefits. While in many cases their determinations are supportive, there are numerous other factors that enter into the final determination of the settlement.

If two persons die in different jurisdictions under identical circumstances, it is possible for double-indemnity, accidental-death benefits to be paid in one case and to be denied in the other case.

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