CASE REPORT

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"Insanity" in Civil Law

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ABSTRACT: The issue of "insanity" is rarely alluded to in the area of civil law. As a consequence, the legal standard for insanity is not clearly understood by many psychiatrists. The standard derives from case law and is based upon statutory law in the criminal sector. A civil case will be presented where the question of "insanity" was raised. In this case an individual committed suicide and his insurance company refused to pay the beneficiaries of his life insurance policy based upon a provision in his policy that excluded payment in situations of suicide. His beneficiaries sued, claiming that the deceased was insane at the time of his suicide and therefore not responsible for his actions. The standard for insanity in New Jersey and the reasoning of the psychiatrists will be presented.

KEYWORDS: jurisprudence, psychiatry, mental illness, suicide

The term "insanity" is most commonly found in criminal law, and only in relatively unusual cases does one find it applied in the area of civil law. One area in civil law where it has been applied has been in cases where insurance policies contain clauses excluding coverage for losses caused by intentional acts. Such clauses are common in various insurance contracts and are considered valid limitations.

> In fact, it has been held to be contrary to public policy for an insurer to agree to indemnify an insured against the civil consequences of his own willful criminal act . . . however, whether in a life, accident, liability or fire policy, it has come to be commonly accepted that where the death or loss involved, be it of the insured or caused by the insured, is the product of an insane act, recovery is not barred [*1*].

Just over 100 years ago, the United States Supreme Court adopted the following principle in a life insurance case which excluded coverage in the event of suicide:

> If the death is caused by the voluntary act of the assured, he knowing and intending that his death shall be the result of his act, but when his reasoning faculties are so far impaired that he is not able to understand the moral character, the general nature, consequences and effect of the act he is about to commit, or when he is impelled thereto by an insane impulse, which he has not the power to resist, such death is not within the contemplation of the parties to the contract, and the insurer is liable [*2*].

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The following is a case where the insured took his own life and when his life insurance company refused to pay his beneficiaries, they sued, claiming that the deceased was insane at the time.

Case Report

Mr. Z. was a 55-year-old, separated, white male at the time of his death. Little information was supplied regarding his past history except that for about ten years he was separated from his wife and six children and living with a woman eighteen years his junior. He served in the United States Army during World War II for about three years and received a purple heart. There is a questionable history of a Section 8 discharge. Throughout his marriage he manifested a short temper and behaved in an unpredictable, violent fashion in response to inconsequential events. There were numerous incidents of verbal threats and violent behavior requiring the police to come to the house to protect Mrs. Z. or one of the children. In contrast to this behavior, he was well liked by people other than his immediate family and went out of his way to please them. He also manifested attention-getting behavior such as pretending to faint, pretending to have heart attacks, complaining of headaches, and on one occasion, cutting his finger and smearing the blood on his wrist, which he showed to his wife. When she went to call the doctor he admitted the true circumstances of the cut. Two weeks before his death, a 24-h EKG monitor was attached to him for his complaint of palpitations, but he told people he had a pacemaker. He drank moderately during the marriage, but drank heavily after the separation. For a few months, about five years before his death, he attended a V.A. outpatient department for psychotherapy. Two years before his death he made a questionable suicide attempt by taking an overdose of barbiturates following difficulties with his girlfriend.

Approximately two months before his death, his girlfriend left him, causing him to become noticeably depressed. Though he had been a conscientious and hard worker as a welder prior to this time, he began to miss days at work. He became withdrawn and would not even speak to people on the telephone. Once his boss found him doing some welding near a can of gasoline. During this two-month period, he made several unsuccessful attempts to reconcile with his girlfriend.

Several days before the day in question he borrowed a revolver from a friend, stating that he wanted to go target practicing. On the day in question he went to the home of his girlfriend's mother and stepfather where she was staying and waited for her outside. When she left the house he confronted her and an argument ensued. Witnesses reported that both parties exchanged blows and his girlfriend was knocked down. Two men standing nearby began to interrupt when they realized Mr. Z. was armed with a revolver and they fled for their safety. One of the men went to a nearby call box and called the police, while observing what was happening. Mr. Z. forced his girlfriend into her car and shot her. Her stepfather came out of the house toward Mr. Z. and was shot several times. Mr. Z. then walked away from the scene rapidly toward where his car was parked. Meanwhile, the police arrived and followed Mr. Z. down the street where he had turned. At that point his escape was blocked and he raised his hand to fire at one of the police officers. Suddenly he turned the gun on himself and shot himself in the head. Like many other events that occur suddenly and unexpectedly it is not clear, but one police officer reported that Mr. Z. shot himself in the left temple while holding the gun in his right hand. Mr. Z. died five days later in the hospital. His girlfriend and her stepfather were dead at the scene.

The psychiatrist for the beneficiaries stated his opinion that Mr. Z. was suffering from a mental disease at the time of the double homicide and suicide based upon:

(1) a Section 8 discharge from the military service indicating the presence of a mental disease while in the service,

(2) an attempted suicide or feigned attempted suicide indicating a serious mental illness,

(3) one of Mr. Z.'s daughters stated that her father used foul and offensive language which was out of character for him shortly before the incident,

(4) an interview with Mr. Z.'s boss revealed that Mr. Z. told him that he had a pacemaker when was untrue and that he found Mr. Z. to be extremely depressed and acting in a reckless manner,

(5) history of treatment at a V.A. hospital,

(6) Mr. Z. was described as depressed over his breakup with his girlfriend and their ten-year relationship was stormy with many fights and arguments, and

(7) the method of suicide was shooting himself in the left temple with the gun in the right hand which is an awkward means of committing suicide.

The psychiatrist went on to report that

> the personality profile placed together revealed Mr. Z. to have been an emotionally unstable person who was subject to sudden mood changes and given to violent outbursts. He was also an individual who tried to manipulate those around him by telling dramatic lies such as having a pacemaker, cutting his finger and pretending he had cut his wrist, allegedly overdosing with Nembutol and being rushed to the hospital where he was admitted and treated for an overdose of drugs. His affair with his girlfriend was a ten-year stormy relationship in which he traded off his status as husband and father of six children for his involvement with a woman almost twenty years his junior. The relationship was accentuated by numerous fights and separations. He used an alleged suicide attempt as a means of manipulating a reconciliation. At the time of the last separation he became extremely depressed and his behavior was erratic. Mr. Z. borrowed the murder weapon ostensibly for target practice. He met his girlfriend in front of her mother's residence and tried to bring about a reconciliation. In my opinion the gun he carried was nothing more than a prop to be used dramatically either by threatening murder or by suicide so as to coerce her to return to him. An argument ensued which deteriorated into a fight described by witnesses. The explosive facet of his personality gained control and he shot her and her stepfather when he came to her assistance. In the confused state that followed this psychological trauma he runs away only to be intercepted by the police and he puts the gun in his right hand against his left temple and kills himself. The ingredients for this violent end were already present for some time. He was emotionally unstable and subject to mood changes. He was a manipulator who used dramatic means to manipulate people and he was given to explosive and violent outbursts. All this came to the fore on the day of the double murder and suicide. He could not cope with the rejection. He had invested too much emotional energy in their relationship and he was ready to try whatever desperate means at his disposal to bring about a reconciliation. When this failed, acting in a heat of passion, he killed his girlfriend, her stepfather and himself.

The psychiatrist for the insurance company stated that in his opinion Mr. Z. was sane when he took his life. His reasoning was as follows:

> It would appear from statements of friends and relatives of Mr. Z. that since his separation from his girlfriend he was manifesting the signs and symptoms of a depression. Prior to this time he manifested an explosive personality disorder and was an emotionally unstable individual. This is supported by his rage reactions, dramatic gestures and verbal outbursts. However, there is no evidence of a psychotic process. On the day in question he had shot his girlfriend and her stepfather in what appears to have been an angry outburst. He then left the scene apparently to avoid apprehension, only to be confronted by a police car with two officers. Having only one bullet in his gun, he turned the weapon on himself. Though one officer states that Mr. Z. had the gun in his right hand and shot himself in the left temple, this is not confirmed in any other reports and Mr. Z.'s brother states that Mr. Z. was left-handed. Therefore, this matter is not clear. However, if the officer's statement is accurate, I am unable to offer any explanation for this unusual action.
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> In conclusion, there appears to be sufficient confirmation as to Mr. Z.'s emotional instability, violent outbursts, unreasonable behavior and depression. However, it is my opinion that he had the mental capacity to do the act intentionally, knew the nature, consequences and effect of the act and was not impelled by any irresistible impulse. It appears to me that he shot himself when he realized that he could not escape and was outnumbered by two police officers. Under those circumstances his only escape was suicide, so he shot himself.

The issue of insanity in civil law is rarely presented to psychiatrists for evaluation. Therefore, the issues to be evaluated are usually not understood by them since the term "insanity" was once used to describe a great many legally significant states that are now denoted by other terms, such as civil committees and various types of incompetents.The critical factor or, more precisely, the problem to be evaluated is the nature or extent of the mental incapacity necessary to change the character of the act involved from intentional to insane. In other words, in a case such as this, if the actor does not have the mental capacity to do the act intentionally, the policy coverage remains operative. In New Jersey, this test has been expressed in various cases by the court thusly: If the deceased was killed by one incapable of distinguishing between right and wrong, or forming a rational intent to do the act, the death would not be intentional [*3*]; if the death was caused by the voluntary act of the insured, when his reasoning faculties were so far impaired that he was not able to understand the moral character, or the general nature, consequences, and effect of the act he was about to commit, the killing was not "intentional" [*4*]; if the person was suffering from such an impairment of the mind as to render him incapable of acting rationally, his homicidal act cannot be considered intentional [*5*]; or whether at the time the life was taken the killer was so imbalanced as not to be able to distinguish between right and wrong in reference to the act [*6*].

A civil case has been presented with the reasoning of the psychiatrists on both sides of the issue to illustrate the issues that have to be evaluated and the difficulties that they present at times. Incidentally, as often happens in civil matters, this case never came to trial, but was settled by the principals.

References

[*1*] *Ruvolo v. American Casualty Co.*, 39 N.J., 490 (1963).
[*2*] *Mutual Life Ins. Co. v. Terry*, 15 Wall. 21L. Ed. 236, 242 (1873).
[*3*] *Corley v. Travelers' Protective Association*, 105F. 854 (6 Cir. 1900).
[*4*] *Berger v. Pacific Mutual Life Insurance Co.*, 88F. 241 (C.C. Mo. 1898).
[*5*] *Provident Life & Accident Insurance Co. v. McWilliams*, 146 Miss. 298, 112 So. 483 (Sup. Ct. 1927).
[*6*] *Markland v. Clover Leaf Casualty Co.*, 209 S.W. 602 (Mo. Ct. App. 1919).

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