DISTRICT COURT OF APPEAL OF FLORIDA

Smith v. Wilson

440 So. 2d 442 (Fla. Dist. Ct. App. 1983) · Decided October 25, 1983

SUMMARY

The Florida appellate court affirmed a judgment awarding life-insurance proceeds to Inez Wilson rather than the formally designated beneficiary, Lucille Smith. Although Evans's attempted beneficiary change did not strictly comply with the policy, the court declined to apply strict compliance because Evans intended to benefit Wilson and any failure resulted from the City's conduct as the insurer's agent.

CASE DETAILS

COURT	District Court of Appeal of Florida
WRITING FOR THE COURT	Mills; Shivers; Zehmer
JURISDICTION	Florida
DECIDED	October 25, 1983
DISPOSITION	affirmed
PROCEDURAL POSTURE	Smith appealed from a final judgment awarding the proceeds of Evans's group life insurance policy to Wilson.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Lucille Smith v. Inez Wilson

TOPICS

life insurance litigation · insurance

PRACTICE AREAS

Insurance

QUESTIONS PRESENTED

1. Whether an insured's attempted change of life-insurance beneficiary may be given effect despite failure to strictly comply with the policy's requirements when the insured clearly intended the change and the noncompliance resulted from the insurer's agent.

HOLDINGS

1. Although Florida law generally requires strict compliance with a life-insurance policy's requirements for changing a beneficiary, the court declined to apply that rule where the insured clearly intended the change, believed he had done everything necessary to effectuate it, and the failures in filing, signing, and dating the change were attributable to the City acting as the insurer's agent rather than to the insured.

KEY QUOTATIONS

> *"However, we decline to apply the rule of strict compliance in this case."* (444)

> *"More importantly, any fault in failing to file the beneficiary change in the proper place or in failing to require a signature and date on the Employee Personal Data Form lies with the City, acting as agent for Massachusetts Mutual, not with Evans."* (444)

FACTUAL BACKGROUND

Aron Evans was insured under the City of Tallahassee's group life insurance plan issued by Massachusetts Mutual. In 1974, he designated Lucille Smith as beneficiary, but they separated later that year, and Evans thereafter lived continuously with Inez Wilson. Around 1980, Evans completed an employee personal data form identifying Inez Wilson Evans as his wife and designated beneficiary, although the form was not placed in the insurance records and lacked a date and signature. Unrebutted testimony showed that Evans intended the policy proceeds to go to Wilson and believed he had taken the necessary steps to make her the beneficiary.

PROCEDURAL HISTORY

Wilson filed a complaint against Smith, the City, and Massachusetts Mutual seeking a declaration that she was the rightful beneficiary of Evans's life insurance policy. After a final hearing at which testimony established Evans's intent to benefit Wilson, the trial court entered final judgment for Wilson. Smith appealed, arguing that Evans's attempted beneficiary change did not comply with the policy.

DISPOSITION

affirmed

CASES CITED

- Shuster v. New York Life Insurance Co., 351 So. 2d 62 (Fla. 3d DCA 1977), quashed in part, 373 So. 2d 916 (Fla. 1979)
