SUPREME JUDICIAL COURT OF MAINE

Arnold v. Connecticut Mutual Life Insurance

95 Me. 331 (1901) · Decided June 26, 1901

SUMMARY

In this Maine insurance dispute, the plaintiff sued on a life insurance policy after the insured committed suicide. The policy excluded coverage for self-destruction unless caused directly by disease or accident without voluntary act. The court upheld a jury verdict for the plaintiff, finding sufficient evidence that the insured's melancholia constituted insanity and that his suicide was its direct result, and rejecting the defense that alcohol use caused his condition.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Fogler
JURISDICTION	Maine
DECIDED	June 26, 1901
DISPOSITION	other
PROCEDURAL POSTURE	Motion for new trial after jury verdict for plaintiff
STANDARD OF REVIEW	Whether the verdict is manifestly wrong or against the weight of the evidence
PRECEDENTIAL VALUE	Published
PARTIES	Connecticut Mutual Life Insurance v. Arnold

TOPICS

life insurance litigation · insurance · evidence · burden of proof · expert testimony

PRACTICE AREAS

Insurance · Contracts · Evidence

QUESTIONS PRESENTED

1. Whether the insured's suicide was the direct result of insanity such that the policy exclusion did not apply

2. Whether the insured's insanity, if any, was caused by the occasional or habitual use of alcoholic stimulants

HOLDINGS

1. The questions of insanity and causation were for the jury, and the verdict for the plaintiff was not manifestly wrong.
2. The evidence did not show that the insured ever drank to excess or became intoxicated, and the jury was justified in finding for the plaintiff on this issue.

KEY QUOTATIONS

> "*Whether the insured was insane and whether his self-destruction was the direct result of such insanity were questions for the jury.*" (at 334)

> "*The case does not show that he ever drank to excess or ever became intoxicated.*" (at 334)

FACTUAL BACKGROUND

The insured, Eugene A. Arnold, took out a life insurance policy in 1886. He committed suicide on March 16, 1899. The policy excluded liability for suicide unless it was the direct result of disease or accident without voluntary act, and also excluded death from disease caused by alcohol or narcotics. The plaintiff claimed the insured suffered from melancholia (insanity) and that his suicide was the direct result of that disease. The defendant denied insanity and claimed that if insane, it was due to alcohol use. The jury found for the plaintiff.

PROCEDURAL HISTORY

The plaintiff brought an action in assumpsit on a life insurance policy. The jury returned a verdict for the plaintiff. The defendant moved for a new trial, which was overruled by the Supreme Judicial Court.

DISPOSITION

other