DISTRICT COURT OF APPEAL OF FLORIDA

Brown v. Di Petta

448 So. 2d 561 (Fla. Dist. Ct. App. 1984) · Decided April 3, 1984

SUMMARY

The Florida appellate court affirmed summary judgment for Roberta Di Petta in an interpleader action concerning the proper beneficiary of a life insurance policy. The court held that the decedent's intent to change the beneficiary was insufficient because he had not strictly complied with the insurer's contractual procedures for making the change. The insurer's filing of the interpleader action did not waive those requirements.

CASE DETAILS

COURT	District Court of Appeal of Florida
WRITING FOR THE COURT	Baskin; Genson; Hubbart
JURISDICTION	Florida
DECIDED	April 3, 1984
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order granting summary judgment to Roberta Di Petta in an interpleader action brought by an insurance company to determine the proper beneficiary of a life insurance policy.
STANDARD OF REVIEW	De novo review of the order granting summary judgment.
PRECEDENTIAL VALUE	published opinion
PARTIES	Brown v. Roberta Di Petta

TOPICS

life insurance litigation · interpleader · contract interpretation · summary judgment · appellate procedure

PRACTICE AREAS

insurance · life insurance litigation · contracts · civil procedure · appellate procedure

QUESTIONS PRESENTED

1. Whether a life insurance beneficiary may be changed without strict compliance with the change-of-beneficiary procedures specified in the policy.

2. Whether the decedent's mere intent to change the beneficiary was legally sufficient absent an effective designation on the insurer's required form.
3. Whether the insurance company's filing of an interpleader action waived its contractual requirements for changing the beneficiary.

HOLDINGS

1. A beneficiary under a life insurance policy may be changed only through strict compliance with the conditions set forth in the policy.
2. Mere intent to change a life insurance beneficiary is legally insufficient absent an effective beneficiary designation on the form required by the insurer.
3. An insurance company's filing of an interpleader action does not waive the policy's binding requirements for effectuating a change of beneficiary.

KEY QUOTATIONS

> *"It is a well-settled rule of law that a beneficiary under a life insurance policy may be changed only by strict compliance with the conditions set forth in the policy."* (448 So. 2d at 561)

> *"We conclude that the decedent's mere intent to change the beneficiary of the policy was legally insufficient absent an effective designation of beneficiary on the form required by the insurer."* (448 So. 2d at 561)

> *"The insurance company did not waive its binding contract provisions by filing an interpleader action."* (448 So. 2d at 561)

FACTUAL BACKGROUND

The decedent sought to change the beneficiary of a life insurance policy but did not complete the insurer's required beneficiary-change form or otherwise comply with the policy's procedures. The decedent retained ownership of the policy during his lifetime. After the decedent's death, the insurance company filed an interpleader action to determine the proper beneficiary.

PROCEDURAL HISTORY

The insurance company filed an interpleader action seeking designation of the proper beneficiary. The trial court granted summary judgment in favor of Roberta Di Petta. Brown appealed, arguing that the decedent's intent was sufficient to change the beneficiary and that the insurer waived its policy requirements by filing the interpleader action. The District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Gerstel v. Arens, 143 Fla. 20, 196 So. 616 (1940)

- Warren v. Prudential Ins. Co. of America, 138 Fla. 443, 189 So. 412 (1939)
- Sheppard v. Crowley, 61 Fla. 735, 55 So. 841 (1911)
- Garner v. Bemis, 81 Fla. 60, 87 So. 426 (1921)
- Dixon v. Dixon, 184 So. 2d 478 (Fla. 2d DCA 1966)

OPINION

BASKIN, J.

BASKIN, Judge. This is an appeal from an order granting summary judgment in favor of Roberta Di Petta, one of the claimants in an interpleader action brought by the insurance company seeking designation of the proper beneficiary. Based upon our review of the record disclosing that the decedent failed to comply with procedures of the insurance company required to effectuate a change of beneficiary, we affirm.

It is a well-settled rule of law that a beneficiary under a life insurance policy may be changed only by strict compliance with the conditions set forth in the policy. Gerstel v. Arens, 143 Fla. 20, 196 So. 616 (1940); Warren v. Prudential Ins. Co. of America, 138 Fla. 443, 189 So. 412 (1939); Sheppard v. Crowley, 61 Fla. 735, 55 So. 841 (1911).

We conclude that the decedent's mere intent to change the beneficiary of the policy was legally insufficient absent an effective designation of beneficiary on the form required by the insurer. See Garner v. Bemis, 81 Fla. 60, 87 So. 426 (1921). Furthermore, we find no merit in appellant's contention that because the insurance company filed an interpleader action, it waived its requirements for effectuating a change of beneficiary.

Dixon v. Dixon, 184 So.2d 478 (Fla. 2d DCA 1966) is inapposite. In that case the court found that the decedent had made a lifetime gift of his insurance policy; because he was divested of the incidents of ownership, his subsequent attempt to change the beneficiary was ineffective, regardless of the terms of the policy.

Here, however, the decedent retained ownership of the policy during his lifetime and was thus subject to "the provisions for change of beneficiary established by the contract... [and] binding on the parties." Id. at 480.

The insurance company did not waive its binding contract provisions by filing an interpleader action. Affirmed.