UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA

Evelyn J. Harling v. Hartford Life and Accident Insurance Company

Harling · No. 6:24-cv-1237-ACA · Decided March 26, 2026

SUMMARY

The United States District Court for the Northern District of Alabama held that Hartford Life and Accident Insurance Company reasonably treated the plaintiff's disabled divorced widow's Social Security benefit as an offset under her ERISA long-term disability policy. The court rejected the plaintiff's arguments concerning de novo review, reconsideration deadlines, voluntary payment, laches, misrepresentation, and equitable estoppel. The court granted Hartford's motion for summary judgment and denied the plaintiff's motion.

CASE DETAILS

COURT	United States District Court for the Northern District of Alabama
WRITING FOR THE COURT	Annemarie Carney Axon
JURISDICTION	United States District Court for the Northern District of Alabama
DECIDED	March 26, 2026
DOCKET	6:24-cv-1237-ACA
DISPOSITION	other
PROCEDURAL POSTURE	Cross-motions for summary judgment in an ERISA action concerning the offset and recovery of alleged overpaid long-term disability benefits.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Under the ERISA six-step framework, where the plan grants the administrator discretion, the court applies deferential arbitrary-and-capricious review after assuming, if necessary, that the administrator's interpretation was de novo wrong.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion; precedential status unknown
PARTIES	Evelyn J. Harling v. Hartford Life and Accident Insurance Company

TOPICS

insurance coverage · summary judgment · contract interpretation · affirmative defenses · civil procedure

PRACTICE AREAS

ERISA · insurance benefits · civil procedure

QUESTIONS PRESENTED

1. Whether Hartford's plan granted it discretion sufficient to make arbitrary-and-capricious review the governing standard for its interpretation of the policy.
2. Whether Hartford reasonably determined that Harling's disabled divorced widow's benefit qualified as an Other Income Benefit and offset under the ERISA plan.
3. Whether Hartford's correction of its prior under-calculation constituted an untimely reconsideration or redetermination of Harling's benefits decision.
4. Whether the voluntary payment doctrine, laches, misrepresentation, or equitable estoppel barred Hartford from recovering the overpaid benefits.
5. Whether Harling could obtain relief concerning the ordinary widow's benefit before Hartford made a determination that the benefit was subject to an offset.

HOLDINGS

1. Because the policy granted Hartford full discretion to determine eligibility for benefits and construe and interpret the policy, the arbitrary-and-capricious standard governed review of Hartford's interpretation.
2. Hartford reasonably determined that Harling's disabled divorced widow's benefit qualified as an Other Income Benefit and therefore could be offset against her long-term disability benefits under the policy.
3. Hartford's correction of the offset calculation and recovery of the resulting overpayment was enforcement of its original determination, not a new benefits determination subject to the claims-procedure deadline.
4. The voluntary payment doctrine, laches, and misrepresentation theories did not bar Hartford's recovery of the overpayment.
5. Equitable estoppel did not apply because Harling neither showed ambiguity in the policy nor identified representations constituting an informal interpretation of an ambiguity.
6. Harling's argument concerning the ordinary widow's benefit was premature because Hartford had not yet determined that benefit was subject to an offset.

KEY QUOTATIONS

> *"(1) Apply the de novo standard to determine whether the claim administrator's benefits-denial decision is "wrong" (i.e., the court disagrees with the administrator's decision); if it is not, then end the inquiry and affirm the decision. (2) If the administrator's decision in fact is "de novo wrong," then determine whether he was vested with discretion in reviewing claims; if not, end judicial inquiry and reverse the decision. (3) If the administrator's decision is "de novo wrong" and he was vested with discretion in reviewing claims, then determine whether "reasonable" grounds supported it (hence, review his decision under the more deferential*

> *arbitrary and capricious standard). (4) If no reasonable grounds exist, then end the inquiry and reverse the administrator's decision; if reasonable grounds do exist, then determine if he operated under a conflict of interest. (5) If there is no conflict, then end the inquiry and affirm the decision. (6) If there is a conflict, the conflict should merely be a factor for the court to take into account when determining whether an administrator's decision was arbitrary and capricious."*

FACTUAL BACKGROUND

Evelyn Harling received long-term disability benefits under a Hartford policy and also received Social Security disability and disabled divorced widow's benefits. Hartford's policy defined Other Income Benefits to include benefits for loss of income resulting from the claimant's disability, including disability benefits under the Social Security Act. Although Hartford's initial benefit calculation identified the disabled widow's benefit as an offset, Hartford failed to include that benefit in the actual offset calculation for several years. After discovering the error, Hartford determined that Harling had been overpaid $16,665.10 and sought reimbursement and future offsets.

PROCEDURAL HISTORY

Harling sued Hartford to prevent it from recovering alleged overpayments and reducing her future long-term disability benefits. Both parties moved for summary judgment. The district court granted Hartford's motion, denied Harling's motion, and entered summary judgment for Hartford on Harling's sole claim.

DISPOSITION

other

CASES CITED

- Fort Lauderdale Food Not Bombs v. City of Fort Lauderdale, 901 F.3d 1235, 1239 (11th Cir. 2018)
- Capone v. Aetna Life Ins. Co., 592 F.3d 1189, 1195 (11th Cir. 2010)
- Blankenship v. Metro. Life Ins. Co., 644 F.3d 1350, 1354-55 (11th Cir. 2011)
- Glazer v. Reliance Standard Life Ins. Co., 524 F.3d 1241, 1245-47 (11th Cir. 2008)
- Goldfarb v. Reliance Standard Life Ins. Co., 106 F.4th 1100, 1106 (11th Cir. 2024)
- Tippitt v. Reliance Standard Life Ins. Co., 276 F. App'x 912, 915 (11th Cir. 2008)
- Prolow v. Aetna Life Ins. Co., 584 F. Supp. 3d 1118, 1137 (S.D. Fla. 2022)
- Jett v. Blue Cross & Blue Shield of Ala., Inc., 890 F.2d 1137, 1140 (11th Cir. 1989)
- Smith v. Board of Trustees of Teachers' & State Employees' Retirement System, 471 S.E.2d 121, 123 (N.C. App. 1996)
- Alexandra H. v. Oxford Health Ins. Freedom Access Plan, 833 F.3d 1299, 1307 (11th Cir. 2016)
- Sapuppo v. Allstate Floridian Ins. Co., 739 F.3d 678, 681 (11th Cir. 2014)
- Nachwalter v. Christie, 805 F.2d 956, 959 (11th Cir. 1986)
- Voyager Ins. Co. v. Whitson, 867 So. 2d 1065, 1076 (Ala. 2003)
- Emory Univ., Inc. v. Neurocare, Inc., 985 F.3d 1337, 1348-49 (11th Cir. 2021)

- Herman v. S.C. Nat. Bank, 140 F.3d 1413, 1427-28 (11th Cir. 1998)
- Phillips v. Mar. Ass'n-I.L.A. Loc. Pension Policy Plan, 194 F. Supp. 2d 549 (E.D. Tex. 2001)
- Dandurand v. Unum Life Ins. Co. of Am., 150 F. Supp. 2d 178 (D. Me. 2001)
- Kaliszewski v. Sheet Metal Workers' Nat. Pension, No. 03-216E, 2005 WL 2297309, at *8 (W.D. Pa. July 19, 2005)
- Jones v. American General Life & Accident Insurance Company, 370 F.3d 1065, 1067, 1069, 1071-74 (11th Cir. 2004)
- Lanfear v. Home Depot, Inc., 536 F.3d 1217, 1223 (11th Cir. 2008)
- Knight v. Fla. Dep't of Corr., 936 F.3d 1322, 1338 (11th Cir. 2019)
- Griffin v. Coca-Cola Refreshments USA, Inc., 989 F.3d 923, 936 (11th Cir. 2021)
