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Overdose as a Self-Inflicted Injury Under ERISA Accidental Death Benefits Policies

By Henry E. Norwood, Chris Tellner and Abbye Alexander

In this article, the authors review court decisions from across the country that are instructive as to how courts are reviewing denials of benefits on the basis of “intentionally self-inflicted injury” exclusions and when benefits may or may not be paid in situations involving overdose deaths.

Accidental death benefits policies are intended to provide insurance benefits, in the form of monetary compensation, to a beneficiary when the named insured dies by accidental means. As a precondition to a beneficiary’s entitlement to benefits under an accidental death policy, the beneficiary must demonstrate to the insurer that the insured’s death was, in fact, accidental. Under most circumstances, this is easily accomplished as the circumstances surrounding the insured’s death offer no indication that the death was anything but accidental. However, when it appears the insured intentionally brought about their own death, insurers frequently deny claims for benefits, explaining that the insured’s death was not accidental, but an intentional act on their own part.

To this end, insurers often now include “intentionally self-inflicted injury” exclusions in their policies, which specifically exclude coverage for an insured’s death brought about by their own intentional, self-inflicted

The authors, attorneys with Kaufman Dolowich LLP, may be reached at henry.norwood@kaufmandolowich.com, ctellner@kaufmandolowich.com and aalexander@kaufmandolowich.com, respectively.

injury. This has resulted in litigation surrounding claim denials on the basis of these exclusions, particularly when the insured's death is caused by an overdose from an illicit substance, which may or may not have been intentional. This litigation has produced a body of caselaw across the country that is instructive as to how courts are reviewing denials of benefits on the basis of these exclusions and when benefits may or may not be paid in situations involving overdose deaths.

INTENTIONALLY SELF-INFLICTED INJURY EXCLUSIONS

To avoid a scenario in which an insured or their named beneficiaries could benefit from the insured's intentional and self-inflicted injury resulting in death, accidental death policies include intentionally self-inflicted injury exclusions to eliminate coverage under these circumstances. The clearest example of such a self-inflicted injury would be the insured's act of suicide. A more difficult question arises, however, when the insured overdoses on an illicit substance or on prescription medication.

Accidental death benefits policies have crafted more and more specific exclusionary language in an effort to bring deaths caused by drug overdose into the intentionally self-inflicted injury exclusion. This is often done by using specific language in the exclusion referencing an insured's ingestion of any illicit substance without a prescription or abusing/misusing a prescribed substance. Intentionally self-inflicted injury exclusions are permissible, but courts must consider whether the exclusions are reasonably applied to the specific facts of each case. Each court's level of review as to the reasonableness of the insurer's claims decisions is ultimately determined by whether the benefits policy vests the insurer or plan administrator with the authority to interpret the terms of the plan.

STANDARDS OF REVIEW

An important factor in the context of benefits determinations pertaining to plans governed by ERISA, is that of the standard of review. The standard of review focuses on the degree of deference the reviewing court will apply to the insurer or plan administrator's decision. There are two standards of review potentially applicable to a court's review of a plan administrator's decision on a participant's claim: (1) abuse of discretion, and (2) *de novo*. Prior to the U.S. Supreme Court's ruling in *Firestone Tire & Rubber Co. v. Bruch*,¹ denial of plan benefits disputes were always subject to what is referred to as "abuse of discretion" review.

Abuse of discretion review is deferential to the determinations of plan administrators. Under this standard, courts would only reverse

an administrator's determination if the determination was found to be in plain error—that is, if the administrator abused their discretion. Abuse of discretion review thus requires the reviewing court to begin its analysis with the administrator's determination and only challenge that determination if it is clearly against the weight of the evidence. The Supreme Court altered this standard of review in *Firestone*, when it held that abuse of discretion review only applies if the insurance policy affirmatively grants plan administrators the authority to interpret the plan's terms. Many plans include an explicit discretionary authority provision for this purpose.

In instances when the benefits plan is determined not to grant administrators the discretion to interpret plan terms, but merely to conduct a factual inquiry, courts must apply the plain meaning of the plan terms and construe the terms strictly against the insurer. If the administrator's determination is contrary to the plan terms and record evidence when construing them against the insurer, the court may overturn the administrator's determination. This standard of review is referred to as *de novo* review. *De novo* review thus requires the court to begin its analysis prior to the administrator's decision—at the moment the patient submitted their claim. The court reviews the case from its onset.

The standard of review may be critical to the outcome of the case.² Generally, benefits plan participants seeking court intervention to overturn administrators' decisions favor *de novo* review because this standard deprives the administrator's decision of any deference it would otherwise be afforded. Insurers and plan administrators, on the other hand, generally favor abuse of discretion review because the court gives the administrators' determinations deferential weight.

REASONABLE INTERPRETATION OF POLICY LANGUAGE UNDER ABUSE OF DISCRETION REVIEW

In cases where the abuse of discretion standard of review applies, the question is simply whether the plan administrator's interpretation of the plan language in reaching its determinations is reasonable. In determining the reasonableness of a plan administrator's interpretation, courts consider various factors, including:

- (1) whether the administrator's interpretation of the plan terms is consistent with the goals of the insurance plan;
- (2) whether the administrator's interpretation results in any language of the policy being rendered meaningless or internally inconsistent;

- (3) whether the administrator's interpretation of the plan is in conflict with any substantive or procedural requirements of ERISA;
- (4) whether the administrator has interpreted the plan terms at issue in the case consistently; and
- (5) whether the administrator's interpretation of the plan is contradicted by the plain language of the insurance policy.³

When the insurance plan administrator offers a reasonable interpretation of the terms of the plan, courts are prohibited from inserting their own interpretation of the plan terms because under the abuse of discretion standard of review, courts may not determine the “best or preferable interpretation.”⁴ When an insurance policy expressly vests discretionary authority in an insurer who also administers the plan though, courts must also assess whether a conflict of interest exists and whether this conflict of interest is a factor in determining whether there is an abuse of discretion.⁵

HOW HAVE COURTS RULED ON INTENTIONALLY SELF-INFLICTED INJURY EXCLUSIONS IN OVERDOSE CASES?

In recent years, several courts have weighed in on the self-inflicted injury question when it comes to overdose deaths. These cases can broadly be divided into cases involving unprescribed substances and cases involving the abuse/misuse of prescribed substances.

Cases Involving Unprescribed Substances

In *Yates v. Symetra Life Ins. Co.*,⁶ the plaintiff sought benefits under an ERISA benefits plan for life and accidental death benefits following the death of her husband, a participant in the plan, as a result of a heroin overdose.⁷ The insurer granted the plaintiff's request for life insurance benefits, but denied her request for accidental death benefits coverage, relying, in relevant part, on an “intentionally self-inflicted injury” exclusion included in the policy.⁸

Specifically, the exclusion stated: “[the insurer] will not pay for any loss caused wholly or partly, directly or indirectly, by . . . intentionally self-inflicted injury, whi[le] sane.”⁹ The plaintiff sued to recover benefits under the accidental death policy.¹⁰ Both parties moved for summary judgment with the district court eventually granting the plaintiff's motion, finding the insurer's reliance on the intentionally self-inflicted injury exclusion to the overdose death at issue was erroneous.¹¹

On appeal, the Eighth Circuit Court of Appeals reviewed the insurer's denial of benefits applying the *de novo* standard of review, as the policy did not include language providing the plan administrator discretionary authority to determine benefits eligibility or to interpret the terms of the plan.¹² The court began its analysis with the language of the exclusion at issue and determined the dispositive question was whether the heroin overdose was intentionally self-inflicted to trigger the policy exclusion.¹³ The court reasoned that, while the decedent's use of heroin was intentional, it could not be said to have been an intentionally self-inflicted injury.¹⁴ Although the decedent's intentional use of heroin contributed to his eventual death, there was no indication that the overdose death itself was intentional.¹⁵ On this basis, the appellate court affirmed the district court's order granting summary judgment in favor of the plaintiff.¹⁶

In a similar case, *Sinkfield-Morey v. Minnesota Life Ins. Co.*,¹⁷ the decedent-insured ingested what he understood to be oxycodone, but was actually fentanyl.¹⁸ The decedent took the drug for recreational purposes and overdosed, resulting in his death.¹⁹ The decedent was insured under an accidental death benefits policy, which provided benefits for accidental death when "an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen."²⁰

The policy also included several exclusions, including an intentional self-inflicted injury exclusion specific to the ingestion of non-prescribed medications or drugs.²¹ Specifically, the exclusion provided: "In no event will [the insurer] pay the accidental death or dismemberment benefit where the insured's death or dismemberment results from or is caused directly or indirectly by any of the following: . . . being under the influence of any prescription drug, narcotic, or hallucinogen, unless such prescription drug, narcotic, or hallucinogen was prescribed by a physician and taken in accordance with the prescribed dosage."²²

The decedent's mother, a beneficiary under the policy, filed a claim for accidental death benefits under the policy, which was denied on the basis of the intentional self-inflicted injury exclusion.²³ The mother subsequently filed suit against the insurer.²⁴ The defendant moved for judgment on the pleadings and the plaintiff moved for summary judgment.²⁵

The district court began its analysis by noting that the policy included explicit language vesting discretionary authority in the plan administrator to interpret the terms of the plan.²⁶ Accordingly, the court applied the abuse of discretion standard of review to the insurer's denial of the plaintiff's claim.²⁷ The parties offered different interpretations of the intentional self-inflicted injury exclusion, with the plaintiff contending the exclusion required the insured to already be intoxicated as a precondition to the ultimate cause of death, while the defendant argued the ingestion of an unprescribed substance, which resulted in his death was sufficient to trigger the exclusion.²⁸ While the district court found the plaintiff's

interpretation more reasonable in light of the exclusion language, the court did find that the defendant's interpretation was *a* reasonable interpretation, which is sufficient for abuse of discretion review purposes.²⁹ However, the court noted conflict of interest concerns because the insurer was both the payor of claims and the plan administrator.³⁰ Thus, despite finding the insurer's interpretation of the plan and denial reasonable, the court ordered the parties engage in discovery into the conflict of interest issue.³¹

Cases Involving the Abuse/Misuse of Prescribed Substances

Estate of Tascbek v. Fidelity Life Assoc.,³² involved a different factual scenario than the illicit substance cases discussed above and fits into a separate category of overdose on medications prescribed or recommended by a healthcare provider. In *Estate of Tascbek*, an insured under an accidental death policy ingested more than the prescribed amount of her prescription medication, resulting in her death.³³ The decedent's son and her estate sought benefits under the policy, which were denied by the insurer due to an intentionally self-inflicted injury exclusion.³⁴ The decedent's son and estate filed suit against the insurer and the parties each sought summary judgment.³⁵ The parties disputed whether the decedent's death was accidental.³⁶ The defendant submitted evidence of the decedent's possible past drug abuse and an expert report opining that the death was intentional.³⁷ The plaintiff submitted an expert report opining that the decedent's death was accidental and also relied on the coroner's report opining that the death was accidental as well.³⁸

The court ultimately concluded that neither party was entitled to summary judgment as the conflicting evidence and expert reports presented contested issues of fact.³⁹ The *Estate of Tascbek* demonstrates the value of expert opinion testimony on the accidental or intentional nature of the insured's death in intentional self-inflicted injury coverage cases.

Richter v. The Baltimore Lise Ins. Co.,⁴⁰ also involved a claim centered on medication overdose. Specifically, the decedent-insured was allegedly advised by one of his physicians to take four-to-eight aspirin per day to alleviate pain symptoms associated with prior injuries and surgeries.⁴¹ This allegedly led to the decedent's death weeks later and his death was labeled an accidental overdose on his death certificate.⁴² The decedent's wife sought benefits under her husband's accidental death benefits policy, which was denied by the insurer.⁴³ Specifically, the insurer claimed the decedent's death was not accidental as the decedent voluntarily ingested the medication resulting in his overdose

death.⁴⁴ In the resulting lawsuit against the insurer for breach of contract, the insurer moved to dismiss the plaintiff's complaint, arguing the plaintiff failed to allege the insurer breached the policy since the death was not accidental.⁴⁵

The district court disagreed, finding the plaintiff's allegation that one of the decedent's providers recommended he take four-to-eight aspirin per day removed this claim from the intentional self-inflicted injury exclusions of the policy, which excluded coverage for "the voluntary taking of any drug not prescribed for the Insured by a doctor" and "the voluntary taking of any drug prescribed for the Insured by a doctor and intentionally not taken as prescribed."⁴⁶ Accordingly, the district court denied the insurer's motion to dismiss.⁴⁷

CONCLUSION

The growing body of caselaw pertaining to claims for benefits under accidental death policies and intentional self-inflicted injury exclusions provide some key insights into how courts are reviewing these cases. As a starting point, whether the court applies the *de novo* or abuse of discretion standard is highly impactful in the court's decision making. Evidence labeling the insured's death as either accidental or not, including a coroner's report, is persuasive to either party in establishing their case, but such evidence is not necessarily determinative. Expert testimony is particularly persuasive on the issue of whether the insured's death was accidental.

Finally, the specific language of the exclusion at issue is critical, including whether the exclusion only applies to intentional self-inflicted injuries generally, whether the exclusion applies to ingestion of illicit substances specifically, whether the exclusion includes abuse/misuse of prescribed medications, and whether the exclusion could be argued to require a cause of death that occurs separate from, but while the insured is intoxicated (intoxication as a prerequisite to the actual cause of death). These issues have been emphasized by courts in cases involving overdose and accidental death policy exclusions and this should be a focus of insurers, insureds, and their counsel handling these types of claims.

NOTES

1. *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 109 (1989).
2. See *Payne v. Borg*, 982 F.2d 335, 338 (9th Cir. 1992) ("The relevant standards of review are critical to the outcome of this case."); *Walsh v. Centeo*, 692 F.2d 1239,

1241 (9th Cir. 1982) (“[T]he outcome of the instant case turns on the standard of review. . .”).

3. *Finley v. Special Agents Mut. Benefit Ass’n, Inc.*, 957 F.2d 617, 621 (8th Cir. 1992).

4. *Kutten v. Sun Life Assurance Co. of Can.*, 759 F.3d 942, 945 (8th Cir. 2014).

5. *Metro. Life Ins. Co. v. Glenn*, 554 U.S. 105, 111 (2008).

6. 60 F.4th 1109 (8th Cir. 2023).

7. *Id.* at 1111-12.

8. *Id.* at 1112.

9. *Id.* at 1117.

10. *Id.*

11. *Id.* at 1112.

12. *Id.* at 1116.

13. *Id.* at 1117.

14. *Id.* at 1118.

15. *Id.*

16. *Id.* at 1119.

17. 2025 WL 904778, No. 24-2875 (D. Minn. 2025).

18. *Id.* at *1.

19. *Id.*

20. *Id.*

21. *Id.*

22. *Id.*

23. *Id.*

24. *Id.*

25. *Id.* at *2.

26. *Id.* at *1, 2.

27. *Id.* at *2.

28. *Id.* at *3.

29. *Id.*

30. *Id.* at *4.

31. *Id.*

32. 740 F.Supp.3d 1072 (D. Nev. 2024).

33. *Id.* at 1077-78.

34. *Id.*

35. *Id.*

- 36. Id.
- 37. Id. at 1077-78.
- 38. Id.
- 39. Id. at 1086.
- 40. 2025 WL 321828, No. 3:24-CV-0038 (M.D. PA 2025).
- 41. Id. at *1.
- 42. Id.
- 43. Id.
- 44. Id. at *2.
- 45. Id.
- 46. Id.
- 47. Id.

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