



CLIENT BULLETIN

Southern District of Iowa Holds Slayer's Insanity Would Preclude Application of Iowa Slayer Statute

In 1987, Iowa amended its slayer statute -- which originally disqualified beneficiaries who “feloniously” killed an insured -- to disqualify beneficiaries who “intentionally and unjustifiably” caused the death of an insured. The Southern District of Iowa, addressing this as a matter of first impression in *Hartford Life and Accident Insurance Company v. Selters, et al.*, held that if the beneficiary was insane when he killed the insured, he was incapable of intentionally causing her death within the meaning of Iowa’s slayer statute, Section 633.535. However, due to the limited record before the court on summary judgment, there was a genuine issue of material fact as to whether the beneficiary intentionally caused the insured’s death, and the court held that the beneficiary has the burden of proof on this sole remaining triable and determinative issue.

In October 2017, Garret Selters killed his mother, Linda Selters. Garret had a history of suffering from schizophrenia, and when Linda called the police shortly before her death, she reported that Garret was having an episode. When officers arrived at the scene, Garret reportedly told them he killed his mother and had been hearing voices telling him to kill Linda. Garret was detained and eventually transferred to the Iowa Medical and Classification Center where he was civilly committed. During this commitment, a psychiatrist determined that Garret was legally insane at the time he killed Linda. The criminal court dismissed the state’s claims against Garret, in part, because he was civilly committed for long term hospitalization and treatment and did not pose a risk to the safety of the community while in a secure mental health treatment facility.

Linda was insured by Hartford Life and Accident Insurance Company and named her three sons: Garret, Bryan, and Anthony as primary beneficiaries under her policy. Hartford paid Bryan’s and Anthony’s portions of the policy’s proceeds and filed an interpleader action regarding the \$33,000 in remaining policy proceeds because Garret had been charged with first degree murder in Linda’s killing. After Hartford deposited the remaining proceeds and exited the lawsuit, Bryan, Anthony, and Garret moved for summary judgment on the issue of whether the Iowa slayer statute disqualifies a beneficiary who was legally insane at the time they caused the death of the insured. Garret argued that being insane at the time of the killing prevented him from having acted intentionally. Bryan and Anthony argued that the Iowa slayer statute has no exception for insanity and asked the court to follow Illinois’ interpretation of its slayer statute, which had been similarly amended from disqualifying convicted beneficiaries to disqualifying beneficiaries who “intentionally and unjustifiably” caused the death of the insured.

The court granted summary judgment to the extent Bryan and Anthony demonstrated that Garret unjustifiably caused Linda’s death. With respect to intent, however, the court examined Iowa’s existing interpretation and legislative history of its slayer statute and found that it could look to Iowa criminal law for guidance on the issue of intent. In doing so, the court held that if the beneficiary was insane at the time he killed the insured, he was not capable of intentionally causing the insured’s death within the meaning of Section 633.535. The court could not resolve whether Garret’s conduct was intentional at the summary judgment stage, however, because it



lacked sufficient evidence. The court found that although the psychiatrist’s opinion that Garret was insane at the time of the killing was sufficient to establish a genuine issue, it was not conclusive. Thus, the court held that the sole remaining issue is whether at the time Garret killed Linda, he was insane because he suffered from a diseased or deranged condition of the mind so as to render him incapable of knowing the nature and quality of the act he was committing.

The decision in *Selters* adds to the limited body of law in Iowa regarding its slayer statute and confirms that insurers should always act carefully in paying policy proceeds when a state’s slayer statute might apply. For more information on interpleader lawsuits and state slayer statutes, please contact:

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