

IN THE COURT OF APPEALS OF IOWA

No. 8-087 / 07-1099
Filed February 27, 2008

DONNA E. JONES,
Plaintiff-Appellant,

vs.

**ING NORTH AMERICA INSURANCE
GROUP and RELIASTAR LIFE,**
Defendants-Appellees.

Appeal from the Iowa District Court for Polk County, Robert B. Hanson,
Judge.

Beneficiary of an employee welfare benefit plan appeals from a district
court judicial review decision affirming the plan administrator's denial of
accidental death benefits. **AFFIRMED.**

Jeffrey M. Lipman of Lipman Law Firm, P.C., Clive, for appellant.

Mark D. Aljets and Debra L. Hulett of Nyemaster, Goode, West, Hansell &
O'Brien, P.C., Des Moines, for appellees.

Considered by Huitink, P.J., and Zimmer and Miller, JJ.

ZIMMER, J.

Donna Jones, the beneficiary of an employee welfare benefit plan, appeals from a district court judicial review decision affirming the plan administrator's denial of accidental death benefits following the death of her daughter, Anne Atal. She claims the court erred in affirming the plan administrator's interpretation of the plan and denial of benefits. We affirm the judgment of the district court.

Shortly before noon on June 22, 2003, Jones arrived at Atal's apartment to pick her up for a family gathering. She let herself into the apartment with her key and noticed water on the floor in the kitchen and living room. She went into the bathroom and found her daughter unresponsive in the bathtub. Jones called emergency personnel, and Atal was pronounced dead at the scene. The police report indicated, "This drowning appears to be the cause of Ann[e] having a seizure and then drowning in the bathtub."

Atal had a history of epilepsy and grand mal seizures. In the months preceding her death, she experienced an increase in her "seizure activity consisting of grand mal seizures . . . in excess of thirty episodes." Jones told law enforcement officials that Atal had been advised against bathing "alone and that if she did get in the tub to bathe, she was supposed to take a shower and not fill the tub with water." An autopsy revealed Atal died as a result of asphyxia due to drowning "presumably during an epileptic seizure" and concluded her death was an accident. Epilepsy was listed as a contributing factor in her death.

At the time of her death, Atal was employed by ING North America Insurance Group. She participated in the company's employee welfare benefit

plan, which is governed by the federal Employee Retirement Income Security Act (ERISA) pursuant to 29 U.S.C. §§ 1003(a) and 1002(1), (3). The plan included a personal accident insurance policy administered by ReliaStar Life. The plan granted ReliaStar “final discretionary authority to determine all questions of eligibility and . . . to interpret and construe the terms of the policy(ies) of insurance.”

The personal accident insurance policy provided that ReliaStar would pay \$50,000 in benefits to Atal’s beneficiaries in the event Atal lost her life “due to an accident.” However, the policy excluded payment of benefits “for loss directly or indirectly caused by . . . [p]hysical or mental illness.” Jones and Atal’s daughter, Alexandria, were designated as the beneficiaries of the plan.

Jones filed a claim for accidental death benefits following Atal’s death. ReliaStar determined Atal’s “physical illness was a significant contributing factor in her death” based on her history of epilepsy and the findings of the autopsy. It accordingly denied the claim under the plan’s exclusion for “loss directly or indirectly caused by a physical or mental illness.” The ERISA appeal committee upheld ReliaStar’s interpretation of the plan and denial of benefits.

Jones then filed a petition for judicial review as authorized by 29 U.S.C. § 1132(a)(1)(B). The district court reviewed ReliaStar’s decision to deny Jones’s claim for accidental death benefits for an abuse of discretion. The court concluded the plan administrator’s interpretation of the plan was reasonable under the factors outlined in *Finley v. Special Agents Mutual Benefit Association, Inc.*, 957 F.2d 617, 621 (8th Cir. 1992), and supported by substantial evidence. The court accordingly affirmed ReliaStar’s decision to deny Jones’s claim.

Jones appeals. She claims the district court erred in finding the plan administrator's interpretation of the plan was reasonable and supported by substantial evidence.

Because the plan in this case gives the plan administrator discretion in determining eligibility for benefits and in construing the terms of the plan, the district court correctly reviewed the administrator's decision for an abuse of discretion. *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 115, 109 S. Ct. 948, 957, 103 L. Ed. 2d. 80, 95 (1989); *Fletcher-Meritt v. NorAm Energy Corp.*, 250 F.3d 1174, 1179 (8th Cir. 2001). We review the district court's application of the abuse of discretion standard de novo. *Fletcher-Meritt*, 250 F.3d at 1179.

A plan administrator's interpretation of its plan "does not constitute an abuse of discretion so long as it is 'reasonable,' even if the reviewing court disagrees with the interpretation." *Johnson v. U.S. Bancorp*, 424 F.3d 734, 738 (8th Cir. 2005). The "reasonableness review" is guided by the *Finley* factors identified by the district court. *Administrative Comm. of Wal-Mart Stores, Inc. v. Gamboa*, 479 F.3d 538, 542 (8th Cir. 2007). "A reasonable decision must be supported by substantial evidence," *Phillips-Foster v. UNUM Life Ins. Co. of Am.*, 302 F.3d 785, 794 (8th Cir. 2002), which means such relevant evidence as a reasonable mind might accept as adequate to reach a conclusion. *Fletcher-Meritt*, 250 F.3d at 1179. A court may not substitute its own weighing of the evidence for that of the plan administrator. *Sahulka v. Lucent Tech., Inc.*, 206 F.3d 763, 769-70 (8th Cir. 2000).

Jones argues the plan administrator's decision denying her claim for benefits was unreasonable and not supported by substantial evidence because

the administrator determined Atal “died as a result of a physical illness (which is an excluded cause) and not as the result of an accident” as indicated by the autopsy. The plan administrator, however, did not deny Jones’s claim for benefits based on a determination that Atal’s death was not an accident. Instead, the administrator denied the claim based on its conclusion that her death, whether accidental or not, fell within the plan’s personal accident exclusions because it “was directly or indirectly related to a physical illness, her seizure disorder.”

We agree with the district court that the plan administrator’s interpretation of its plan was reasonable pursuant to the *Finley* factors. See *Finley*, 957 F.2d at 621. We also agree with the court that the administrator’s reasonable decision was supported by substantial evidence. A reasonable person could have concluded Atal’s death was “directly or indirectly caused” by a “[p]hysical or mental illness” based on her history of epilepsy and seizures and the fact that epilepsy was identified as contributing factor in her death in the police report, autopsy, and death certificate. See *Cash v. Wal-Mart Group Health Plan*, 107 F.3d 637, 641 (8th Cir. 1997) (stating plan administrator’s decision “will be deemed reasonable if ‘a reasonable person *could* have reached a similar decision, given the evidence before him”) (citation omitted). We therefore affirm the district court’s judgment finding the plan administrator did not abuse its discretion in interpreting its plan and denying Jones’s claim for accidental death benefits.

AFFIRMED.