

[DO NOT PUBLISH]

In the
United States Court of Appeals
For the Eleventh Circuit

No. 22-10220

AMERICAN GENERAL LIFE INSURANCE COMPANY,

Plaintiff-Counter Defendant-Appellee,

versus

O.H.M.

a.k.a. O.H.S., a minor,

Defendant-Appellee,

LISA MAHARAJH,

in her individual capacity,

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LISA MAHARAJH,
as Personal Representative of the Estate of Dev-Anand A.
Maharajh,

Defendants-Counter Claimants-Appellants.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:20-cv-01581-WFJ-CPT

Before GRANT, TJOFLAT, and ED CARNES, Circuit Judges.

PER CURIAM:

Lisa Maharajh appeals the district court's grant of summary judgment in favor of O.H.M. as the beneficiary of a life insurance policy. We affirm.

I.

In 2003, decedent Dev-Anand Maharajh purchased a one-million-dollar life insurance policy from American General Life Insurance Company. At the inception of the policy, the decedent named his then-wife Jennifer as primary beneficiary and any children born to that marriage as contingent beneficiaries. In July 2008, while his divorce from Jennifer was pending, the decedent submitted to American General a request to designate his

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daughter, O.H.M., who was born after the policy was purchased, as one hundred percent beneficiary. He additionally named Jennifer as trustee for O.H.M. under the Minor Beneficiary Clause. The decedent divorced Jennifer in September 2008 and married Lisa a year later. In November 2009, the decedent submitted another request to modify his beneficiary designations. The 2009 request listed Lisa as seventy-five percent primary beneficiary and O.H.M. as twenty-five percent primary beneficiary. The decedent also listed O.H.M. and Lisa's minor child from a previous relationship as fifty percent contingent beneficiaries.

The following week, American General sent the decedent a letter that stated, in part, the following:

We are unable to complete your request until such time as the item(s) below have been resolved:

- Separate parties should be assigned for primary and contingent beneficiary designations.
- Please provide the relationship of the new contingent beneficiary [redacted] to the insured.

Please complete, sign, and date the enclosed change form(s) and return it to our office.

The letter from American General included a blank copy of the form completed by the decedent the previous week and two pages of "Instructions and Conditions." The decedent never responded.

The decedent died in April 2020, having paid all premiums billed for the subject policy up to his death. In the following weeks, American General received two "Proof of Death Claimant's

Statements”: one signed by Lisa and the other signed on behalf of O.H.M. by Jennifer as parent and legal guardian.

American General filed a complaint for interpleader relief because it was uncertain who was entitled to the death benefit under the policy. O.H.M. moved for summary judgment. No facts were in dispute; the parties disagreed only as to the legal significance of the decedent’s 2009 beneficiary request and American General’s subsequent actions. The district court granted O.H.M.’s motion and entered judgment in her favor. Lisa appeals.

II.

We review de novo the district court’s summary judgment order, viewing the evidence and all factual inferences in the light most favorable to the nonmoving party. *Mize v. Jefferson City Bd. of Educ.*, 93 F.3d 739, 742 (11th Cir. 1996). A district court should grant summary judgment only when “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). Where reasonable minds could differ on the inferences arising from undisputed facts, a district court should deny summary judgment. *Allen v. Tyson Foods, Inc.*, 121 F.3d 642, 646 (11th Cir. 1997).

III.

The interpretation of a contract, including whether it is ambiguous, is a question of law that we review de novo. *Reynolds v. Roberts*, 202 F.3d 1303, 1313 (11th Cir. 2000). “In construing a contract, the court should consider its plain language and take care not to give the contract any meaning beyond that expressed.

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When the language is clear and unambiguous, it must be construed to mean ‘just what the language therein implies and nothing more.’” *O’Brien v. McMahon*, 44 So. 3d 1273, 1277 (Fla. Dist. Ct. App. 2010) (quoting *Walker v. State Farm Fire & Cas. Co.*, 758 So. 2d 1161, 1162 (Fla. Dist. Ct. App. 2000) (citations omitted)). The parties agree that Florida law applies to this dispute.

Under Florida law, an insured’s right to change the beneficiary of a life insurance policy depends on the terms of the policy. *McDaniel v. Liberty Nat’l Life Ins.*, 722 So. 2d 865, 866 (Fla. Dist. Ct. App. 1998). The insured must strictly comply with the terms of the policy to effectuate a change in the beneficiary. *Id.* The doctrine of strict compliance exists to protect the insurer, and only the insurer may waive it. *Miller v. Gulf Life Ins.*, 12 So. 2d 127, 130 (Fla. 1942).

Lisa argues that the decedent’s 2009 beneficiary request controls because the decedent strictly complied with the terms of his policy governing changes of beneficiary. The relevant policy provision provided:

While this policy is in force the owner may change the beneficiary or ownership by written notice to us. When we record the change, it will take effect as of the date the owner signed the notice, subject to any payment we make or other action we take before recording.

Florida law requires that we read the phrase “subject to any payment we make or other action we take before recording” “as creating some objectively reasonable standard.” *See O’Brien*, 44 So.

3d at 1278–79 (interpreting the similar phrase “Your request must be in writing and in a form that meets our needs”). In other words, any such “other action” must be “objectively reasonable.” This reading allows the insurer to protect itself from liability when faced with a defective beneficiary request. *Cf. id.* (“If a policy holder submitted a beneficiary change form that named ‘John Smith of New York’ as a new beneficiary, it would not be feasible for [the insurer] to act on the request without additional identifying information.”). In such cases, strict compliance with the policy may require the insured to respond appropriately in curing any defects.

We agree with the district court that American General’s actions upon receiving the decedent’s defective beneficiary request were objectively reasonable. The insurer provided the decedent with written notice that identified (a) how the beneficiary request was defective and (b) how to resolve the defects. It even provided him with the necessary form along with instructions for filling it out. Because the decedent neither responded to the notice nor inquired as to the status of his filing in the ten years that followed, we conclude that the decedent did not strictly comply with the terms of the policy.

Lisa raises several unavailing arguments in support of her appeal. First, she argues that “[o]nly the insurance policy”—not the instructions contained in American General’s notice to the decedent—“sets forth the terms with which the owner/insured must strictly comply in order to change a beneficiary.” But the

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policy allowed American General to take “other action[s] . . . before recording” the beneficiary change, such as requiring the decedent to cure a defective request.

Second, Lisa argues that the “‘other action we take’ clause is so broad and ambiguous[] that it should be construed against American General and in favor of the insured.” This clause is analogous to the one at issue in *O’Brien*, where the insurer required a change request to “be in writing and in a form that meets our needs.” *O’Brien*, 44 So. 3d at 1278. In reading this phrase “as creating some objectively reasonable standard,” the *O’Brien* court determined that this provision “plainly requires that a beneficiary request contain enough information to allow [the insurer] to act on the request.” *Id.* at 1279. We agree with the district court that, under the standard set in *O’Brien*, the “other action” clause—however broad it may be—clearly and unambiguously allowed American General to take objectively reasonable actions before recording the decedent’s defective request.

Finally, Lisa argues that “[n]othing in the policy precludes American General from recording” the decedent’s “beneficiary change request now, which would make it effective as of the date signed.” We disagree. The policy plainly requires that only its “owner” may change the beneficiary. Neither Lisa nor anyone else is entitled—after the owner’s death—to change the beneficiary.

* * *

The decedent filed a defective request to add Lisa as a beneficiary on his policy, and American General’s actions in

response were objectively reasonable. Because the decedent failed to strictly comply with the terms of his policy, we **AFFIRM** the district court's grant of summary judgment in favor of O.H.M.

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

David J. Smith
Clerk of Court

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September 06, 2023

MEMORANDUM TO COUNSEL OR PARTIES

Appeal Number: 22-10220-BB

Case Style: American General Life Insurance Company, et al v. Lisa Maharajh, et al

District Court Docket No: 8:20-cv-01581-WFJ-CPT

All counsel must file documents electronically using the Electronic Case Files ("ECF") system, unless exempted for good cause. Although not required, non-incarcerated pro se parties are permitted to use the ECF system by registering for an account at www.pacer.gov. Information and training materials related to electronic filing are available on the Court's website.

Enclosed is a copy of the court's decision filed today in this appeal. Judgment has this day been entered pursuant to FRAP 36. The court's mandate will issue at a later date in accordance with FRAP 41(b).

The time for filing a petition for rehearing is governed by 11th Cir. R. 40-3, and the time for filing a petition for rehearing en banc is governed by 11th Cir. R. 35-2. Except as otherwise provided by FRAP 25(a) for inmate filings, a petition for rehearing or for rehearing en banc is timely only if received in the clerk's office within the time specified in the rules. Costs are governed by FRAP 39 and 11th Cir.R. 39-1. The timing, format, and content of a motion for attorney's fees and an objection thereto is governed by 11th Cir. R. 39-2 and 39-3.

Please note that a petition for rehearing en banc must include in the Certificate of Interested Persons a complete list of all persons and entities listed on all certificates previously filed by any party in the appeal. See 11th Cir. R. 26.1-1. In addition, a copy of the opinion sought to be reheard must be included in any petition for rehearing or petition for rehearing en banc. See 11th Cir. R. 35-5(k) and 40-1 .

Counsel appointed under the Criminal Justice Act (CJA) must submit a voucher claiming compensation for time spent on the appeal no later than 60 days after either issuance of mandate or filing with the U.S. Supreme Court of a petition for writ of certiorari (whichever is later) via the eVoucher system. Please contact the CJA Team at (404) 335-6167 or cja_evoucher@ca11.uscourts.gov for questions regarding CJA vouchers or the eVoucher system.

Pursuant to Fed.R.App.P. 39, costs taxed against the appellant.

Please use the most recent version of the Bill of Costs form available on the court's website at www.ca11.uscourts.gov.

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OPIN-1A Issuance of Opinion With Costs