

## Life, Health & Disability Update: Reduction in Disability Benefits Pursuant to Lifetime Rider Again Upheld

February 6, 2025 | J. Christopher Collins, Joseph M. Hamilton | Articles

For the second time within the last 12 months, the Massachusetts Appeals Court has upheld an insurer's interpretation of a rider in a disability policy which provides for a reduction of benefits after age 65.

In [Landvater v. Massachusetts Mutual Life Insurance Company](#), 2025 WL 274070 (Mass. App. Ct. 2025), an unpublished decision, the court upheld a judgment entered in favor of MassMutual based upon a motion for judgment on the pleadings.

Landvater asked the Appeals Court to reverse MassMutual's determination that her total disability benefit after age 65 was reduced based on the provisions of a lifetime total disability benefit rider.

Landvater became totally disabled at age 62. The rider provided for a reduction of the total disability benefit after age 65 by virtue of a 10% reduction for each year the disability began after age 55.

Consequently, after age 65, Landvater's benefit was reduced from \$10,125 per month to \$3,037.50.

Landvater claimed the language of the rider was ambiguous and that a reasonable interpretation was that her monthly payment could only be reduced by 10% at most. Landvater based her analysis on the placement of a comma in the rider.

Like the trial court, the Appeals Court rejected the argument. Reviewing the policy as a whole, the court concluded that the terms were unambiguous and that there was but one reasonable interpretation of the language of the rider. The court noted that while the language could be improved "difficulty in comprehension does not equate with ambiguity," citing an earlier Appeals Court decision.



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In another unpublished disposition last year, the Appeals Court in [Kligler v. The Paul Revere Life Insurance Company](#), 104 Mass. App. Ct. 1107 (2024) also found that a reduction in benefits based upon the lifetime rider was appropriate and rejected the argument that the rider or the policy was ambiguous. While Kligler made a slightly different argument, it is noteworthy that the Appeals Court has now twice upheld challenges to the interpretation of essentially the same rider.

*For your convenience, we have included hyperlinks with direct access to the full decision for each case. Decisions reproduced with permission of Westlaw.*

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