

The Words "Accidental Bodily Injury" in a Disability Insurance Policy Connote an Injury Produced by a Sudden Event

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[Bilezikjian v. Unum Life Ins. Co. of America](#), __ F. Supp. 2d __ (C.D. Cal. Jan. 25, 2010).

Without a sudden event, an insured's injury does not constitute an "accidental bodily injury" within the meaning of a disability insurance policy that distinguishes between accident versus sickness. Where it was undisputed that the insured's disabling condition -- carpal tunnel syndrome (or "CTS") -- was caused by repetitive and forceful activities in which the insured had engaged for years in connection with his occupation as an orthopedic surgeon, the insured's disability was not due to an "accidental bodily injury" as a matter of law. This was the common-sense approach taken by the U.S. District Court for the Central District of California in *Bilezikjian v. Unum Life Insurance Co. of America*.

Bilezikjian was insured under several disability income policies issued to him by Unum Life. The insurance policies provided that benefits were payable up to age 65 for disability due to "sickness." The policies also provided that lifetime benefits were payable for disabilities due to "accidental bodily injury," terms that were not further defined.

Bilezikjian collected total disability benefits for his CTS under the sickness provision of his policies for years until he reached age 65. However, as Bilezikjian neared age 65, he sought ongoing benefits under the policies' "accidental bodily injury" provision, asserting that his CTS should be considered accidental because he never intended to render himself totally disabled. Unum Life determined that Bilezikjian's CTS was not due to an accidental bodily injury. Bilezikjian then filed suit for breach of contract, bad faith and punitive damages.

Unum Life moved for summary judgment on all claims, primarily on the basis that in accordance with *Gin v. Pennsylvania Life Insurance Co.*, 134 Cal. App. 4th 939 (2005), "the culmination of repetitive stresses caused by normal, everyday activities is not the result of an accidental bodily injury." Bilezikjian pursued a cross motion for partial summary judgment on his contract claim.

In granting Unum Life's motion and denying Bilezikjian's cross motion, the District Court held that the terms "accidental bodily injury" were unambiguous and that Unum Life did not breach its insurance contracts with Bilezikjian when it concluded that his CTS was not covered under the policies' "accidental bodily injury" provision.

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