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Case No. 25-5790

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
Oct 21, 2026
KELLY L. STEPHENS, Clerk

ROBERT C. WILLIAMSON, JR., in his capacity as curator of the Estate of Larry D. Henning, a missing individual, in Jefferson County, Kentucky, Probate Court,

Plaintiff-Appellant,

v.

ANA MARIA LUNAR,

Defendant,

AMERICAN MARITIME OFFICER PLANS; LIFE INSURANCE COMPANY OF NORTH AMERICA; UNKNOWN CONTINGENT HEIRS OF LARRY D. HENNING, Who May Claim or be Entitled to Any Right, Title or Interest in the Probate Estate of Larry D. Henning Potential Parties in Interest,

Defendants-Appellees.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY

O P I N I O N

Before: KETHLEDGE, Chief Judge; COLE and MATHIS, Circuit Judges.

COLE, Circuit Judge. In 2013, Larry D. Henning and three others left Charleston, South Carolina on a fishing vessel that shipwrecked somewhere off the coast of Florida. Despite investigations by the United States Coast Guard and the Florida Fish and Wildlife Conservation Commission (FFWCC), Henning's body was never found. At the time of the shipwreck, Henning was covered by an accidental death benefits policy issued by Life Insurance Company of North America (LINA) to American Maritime Officers Plans (AMOP), a group policyholder.

The curator of Henning's estate, Robert Williamson, filed a claim for benefits. Henning's estate eventually initiated this suit to obtain the payout of benefits purportedly owed under the LINA policy. Ultimately, LINA paid the estate $200,000 in benefits, but the district court denied Henning's estate's request for prejudgment interest and attorney's fees and instead granted summary judgment to LINA on the issue. We affirm.

I.

A.

In February of 2013, Henning left Charleston. That same month, the Coast Guard found debris from his vessel approximately 22 nautical miles east of Florida. After a multi-day search by the Coast Guard and FFWCC, Henning was never found, and the FFWCC investigation report listed him as "missing." After the accident, Henning's estate requested a Letter of Presumed Death from the Coast Guard, which responded that it was not authorized to issue one. The Coast Guard instead issued a report stating that "Mr. Henning remains missing."

Over a year later, in August 2014, Williamson was appointed curator for Henning's estate. In September, Henning's estate informed AMOP that "Henning was lost at sea as a result of an apparent collision." A few weeks later, Henning's estate sent AMOP the Coast Guard's and FFWCC's reports. Shortly thereafter, Ana Maria Lunar, a woman purporting to be Henning's widow, began communicating with Williamson, the Coast Guard, and AMOP about her intention to claim Henning's accidental death benefits. Ultimately, AMOP rejected the marriage certificate Lunar sent it, which was later determined to be forged.

Two years later, Henning's estate emailed AMOP to claim, "any life insurance benefits that may become payable to the estate." AMOP emailed LINA that Henning "was in a fatal boating accident" and followed up with a completed claim form and additional documentation. LINA then

notified Henning's estate that, in order to process the claim, LINA required "[a] finalized death certificate . . . or other formal document indicating the death of Larry Henning." LINA followed up twice in two months to no response**.** Ultimately, after the last failed attempt to follow up, LINA notified Henning's estate that the claim was closed but not denied, adding that Henning's estate could reopen the claim by "supply[ing] the requested information as described in [its] prior letters."

B.

In 2018, Henning's estate brought the present civil action against LINA, AMOP, and Lunar. At issue in this appeal is Henning's estate's claim against LINA seeking a declaratory judgment "as to . . . what extent the beneficiary is owed statutory interest."

After six years of litigation, Henning's estate moved for summary judgment and "reasonable attorneys' fees," which it argued were justified under the Employee Retirement Income Security Act. The district court denied the motion. In its opinion, the district court held that LINA permissibly exercised its discretion in requiring a death certificate from Henning's estate before paying out Henning's benefits. It also held that the insurance policy did not require LINA to investigate Henning's death more than it had, nor had LINA breached the terms of the policy. Accordingly, it then concluded that Henning's estate was entitled to neither prejudgment interest nor attorneys' fees. LINA then filed a motion for summary judgment on the issue of prejudgment interest, which the district court granted. This appeal followed.

II.

A.

We review the granting of summary judgment de novo. *See Fortney & Weygandt, Inc. v. Am. Mfrs. Mut. Ins. Co.*, 595 F.3d 308, 310 (6th Cir. 2010); *Hunt v. Sycamore Cmty. Sch. Dist. Bd. of Educ.*, 542 F.3d 529, 534 (6th Cir. 2008). In addition, "[a] district court's award of pre-judgment

interest is . . . reviewed for abuse of discretion." *Schumacher v. AK Steel Corp.*, 711 F.3d 675, 681 (6th Cir. 2013). "An abuse of discretion occurs when the district court relies on erroneous findings of fact, applies the wrong legal standard, misapplies the correct legal standard when reaching a conclusion, or makes a clear error of judgment." *Id.* (citation omitted).

On appeal, Henning's estate argues that the district court improperly used an "arbitrary and capricious" standard of review to determine that prejudgment interest should not be awarded. Further, Henning's estate argues in the alternative that, under any standard of review, even the arbitrary and capricious standard, the district court erred in not awarding prejudgment interest because the record clearly demonstrates that LINA wrongly withheld benefits. We reject both arguments.

1. The district court's standard of review

The district court properly used the arbitrary and capricious standard when determining whether LINA wrongfully withheld benefits and thus did not abuse its discretion. The language of the policy provided LINA discretion in its decisions regarding proof of loss and its decision to require a death certificate. If a plan expressly grants the plan administrator discretion, then courts review the denial of benefits under an "arbitrary and capricious" standard of review. *Shelby Cnty. Health Care Corp. v. Majestic Star Casino, LLC*, 581 F.3d 355, 365 (6th Cir. 2009). While there are no required "magic words," the policy must "contain a clear grant of discretion." *Frazier v. Life Ins. Co. of N. Am.*, 725 F.3d 560, 566 (6th Cir. 2013) (emphasis omitted) (quoting *Perez v. Aetna Life Ins. Co.*, 150 F.3d 550, 556 (6th Cir. 1998)). This discretion can be granted when a policy requires "proof or evidence of disability . . . satisfactory to the insurer or plan administrator." *Perez*, 150 F.3d at 556 (emphasis omitted). Here, as the district court highlighted, LINA's policy grants it discretion to determine what proof of loss is sufficient. Specifically, it states, "[w]ritten

or electronic proof of loss *satisfactory to Us* must be given to Us at Our office, within 90 days of the loss for which claim is made." (Policy, R. 198-1, PageID 2907) (emphasis added). Given this language, we conclude that the policy did give the administrator discretion and the district court properly reviewed LINA's decision under an arbitrary and capricious standard.

Henning's estate argues that the district court improperly used an "arbitrary and capricious" standard of review to determine that prejudgment interest should not be awarded. But the district court only used this standard when reviewing LINA's decisions regarding proof of loss and its decision to require a death certificate, not when determining the prejudgment interest issue. The policy provided LINA discretion to make these determinations, which then required the district court to review LINA's actions under the "arbitrary and capricious" standard. It did so and determined that LINA did not need to pay out Henning's benefits earlier than it did. While the district court's judgment that LINA did not act arbitrarily and capriciously led to its ultimate decision that prejudgment interest should not be granted, it did not directly apply an "arbitrary and capricious" standard to the prejudgment interest claim. Instead, as detailed below, the district court's conclusion that no prejudgment interest was owed correctly flowed from its finding that LINA had discretion as to when to pay the claim.

Indeed, Henning's estate acknowledges that the district court properly decided the standard of review issue when it followed *Perez v. Aetna Life Insurance Co.*, along with other past decisions of this court. 150 F.3d 550 (6th Cir. 1998). Henning's estate instead requests this court to revisit *Perez*, stating that it "was incorrectly decided." But this panel has no power to overrule *Perez*. *See, e.g.*, 6. Cir. R. 32.1(b) ("Published panel opinions are binding on later panels. A published opinion is overruled only by the court en banc."); *Zurich Am. Ins. Grp. v. Duncan ex rel. Duncan*, 889 F.3d 293, 301 (6th Cir. 2018) ("[A] later panel of the court cannot overrule the published

decision of a prior panel[.]" (citation omitted)); *United States v. Lee*, 793 F.3d 680, 684 (6th Cir. 2015); *Bennett v. MIS Corp.*, 607 F.3d 1076, 1095 (6th Cir. 2010).

We are therefore not persuaded that the district court improperly reviewed LINA's actions and hold its use of the arbitrary and capricious standard was not an abuse of discretion.

2. The prejudgment interest

A district court may award prejudgment interest "at its discretion in accordance with general equitable principles." *Ford v. Uniroyal Pension Plan*, 154 F.3d 613, 616 (6th Cir. 1998) (citing cases). "A proper determination of pre-judgment interest involves a consideration of various case-specific factors and competing interests to achieve a just result." *Schumacher*, 711 F.3d at 686. An award of prejudgment interest in the ERISA context is "compensatory, not punitive, and a finding of wrongdoing by the defendant is not a prerequisite to such an award." *Shelby*, 581 F.3d at 376. "Generally, the beneficiaries of pension plans have a right to prejudgment interest on benefits wrongly withheld." *Wells v. U.S. Steel*, 76 F.3d 731, 737 (6th Cir. 1996).

Henning's estate argues that the district court erred in not awarding prejudgment interest because LINA was required to immediately approve the estate's claim. It contends that LINA should have investigated Henning's estate's claim and, even absent an investigation, LINA had enough information to determine Henning was dead without receiving a death certificate. These are the same arguments the district court considered and rejected in its summary judgment order. But, just as the district court determined, LINA was not obligated to investigate because its policy placed the burden of providing satisfactory proof on the insured. *Williamson v. Life Ins. Co. of N. Am.*, No. 3:18-CV-100-CRS, 2025 WL 283226, at *6 (W.D. Ky. Jan. 23, 2025) (citing *Miller v. Metro. Life Ins. Co.*, 925 F.2d 979, 984 (6th Cir. 1991)). Given the complexities of Henning's estate's claim, including the lack of a death certificate, and its review of LINA's obligations, the

district court appropriately used its discretion to determine that Henning's estate was not entitled to the benefits earlier than it received them. *See Spangler v. Lockheed Martin Energy Sys., Inc.*, 313 F.3d 356, 361 (6th Cir. 2002) ("A decision regarding eligibility for benefits is not arbitrary and capricious if the decision is rational in light of the plan's provisions."). And because it received the benefits timely, it was not entitled to prejudgment interest. *See Ford*, 154 F.3d at 620. We agree with the district court's reasoning and do not believe that it abused its discretion.

B.

Henning's estate requests that, if it prevails on the prejudgment interest issue, we remand to the district court to reevaluate the estate's request for attorneys' fees. Because we conclude that Henning's estate is not entitled to prejudgment interest, we conclude that Henning's estate is not entitled to attorneys' fees. *See Hardt v. Reliance Standard Life Ins. Co.*, 560 U.S. 242, 255 (2010) (requiring a claimant to show "some degree of success on the merits" before a court may award attorney's fees under ERISA (citation omitted)).

III.

For these reasons, we affirm the judgment of the district court.