

SUPREME JUDICIAL COURT OF MASSACHUSETTS

Mahan v. Arbella Mutual Insurance

438 Mass. 1010 (2003) · Decided January 23, 2003

SUMMARY

The Massachusetts Supreme Judicial Court affirmed dismissal of Christine Mahan’s motion to confirm an underinsured motorist arbitration award after Arbella paid the full award. The court held that, because Mahan had been fully paid, she was not entitled to have the award reduced to a judgment for purposes of seeking multiple damages under G. L. c. 93A, while preserving her ability to pursue claims under G. L. c. 93A and G. L. c. 176D.

CASE DETAILS

COURT	Supreme Judicial Court of Massachusetts
JURISDICTION	Massachusetts
DECIDED	January 23, 2003
DISPOSITION	affirmed
PROCEDURAL POSTURE	Mahan appealed from a Superior Court judgment dismissing her action after the court denied her motion to confirm an arbitration award. The Supreme Judicial Court transferred the case on its own motion and affirmed.
PRECEDENTIAL VALUE	Published Massachusetts Supreme Judicial Court opinion
PARTIES	Christine E. Mahan v. Arbella Mutual Insurance Company

TOPICS

- uninsured motorist
- arbitration
- consumer protection
- remedies
- appellate procedure

PRACTICE AREAS

- insurance
- arbitration
- consumer protection
- appellate procedure
- remedies

QUESTIONS PRESENTED

- Whether the Superior Court was required to confirm the arbitration award under G. L. c. 251, § 11, after Arbella had fully paid the award.
- Whether a fully paid arbitration award may be reduced to a judgment for purposes of pursuing doubled or trebled damages under G. L. c. 93A.

3. Whether dismissal of the confirmation proceeding precluded Mahan from pursuing separate claims under G. L. c. 93A and G. L. c. 176D.

HOLDINGS

1. Once the arbitration award had been fully paid, Mahan was not entitled to have the award reduced to a judgment that could then be subject to doubling or trebling under G. L. c. 93A.
2. Dismissal of the arbitration-confirmation proceeding did not preclude Mahan from pursuing her claims under G. L. c. 93A and G. L. c. 176D.

FACTUAL BACKGROUND

Mahan was injured in a 1997 automobile accident and later settled her claim against the at-fault driver for the limits of his liability insurance. She then pursued underinsured motorist benefits from Arbella, and the parties agreed to arbitrate the amount owed. The arbitrator awarded \$107,000, and Arbella paid that amount before the Superior Court ruled on Mahan's motion to confirm. Mahan sought confirmation in part to obtain a judgment that she believed would support multiple damages under Massachusetts consumer-protection law.

PROCEDURAL HISTORY

After an arbitrator awarded Mahan \$107,000 in underinsured motorist benefits, Mahan applied to the Superior Court for confirmation of the award. Arbella paid the award before the motion was decided. The Superior Court denied confirmation, denied reconsideration, and entered a judgment of dismissal, concluding that confirmation would serve no purpose and that the dispute was moot. The Supreme Judicial Court affirmed.

DISPOSITION

affirmed

CASES CITED

- *Murphy v. National Union Fire Ins. Co.*, ante 529, 532-533 (2003)

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