SUPREME COURT OF TENNESSEE

Poper ex rel. Poper v. Rollins

90 S.W.3d 682 (Tenn. 2002) · Decided November 26, 2002

SUMMARY

The Tennessee Supreme Court held that Tenn. Code Ann. § 56-7-1201(d) permits an uninsured motorist insurer to offset all liability insurance payments, bonds, and securities applicable to the insured's bodily injury or death. The court further held that Tennessee's comparative-fault doctrine does not alter the statute's operation. Because the plaintiff's settlements totaled $530,000, exceeding his $100,000 uninsured motorist policy limit, the insurer had no liability.

CASE DETAILS

COURT	Supreme Court of Tennessee
WRITING FOR THE COURT	E. Riley Anderson, J.; Frank F. Drowota, III, C.J.; Adolpho A. Birch, Jr., J.; Janice M. Holder, J.; William M. Barker, J.
JURISDICTION	Tennessee
DECIDED	November 26, 2002
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal by the insured from summary judgment for his uninsured-motorist insurer. The Tennessee Supreme Court granted permission to appeal to determine whether comparative fault affected the application of Tenn. Code Ann. § 56-7-1201(d).
STANDARD OF REVIEW	Statutory construction is reviewed de novo without a presumption of correctness. Summary judgment is reviewed under the applicable de novo standard.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Linda G. Poper, by husband and conservator, Thomas C. Poper v. Joseph E. Rollins, Farmers Mutual Insurance Exchange

TOPICS

uninsured motorist · insurance coverage · statutory interpretation · comparative fault · appellate procedure

PRACTICE AREAS

insurance · uninsured motorist · statutory interpretation · comparative fault · appellate procedure

QUESTIONS PRESENTED

1. Whether Tenn. Code Ann. § 56-7-1201(d) permits an uninsured-motorist insurer to offset all insurance payments, bonds, and securities applicable to the insured's injury or death against the policy limit.
2. Whether Tennessee's comparative-fault doctrine, including the abolition of joint and several liability in McIntyre v. Balentine, alters the application of Tenn. Code Ann. § 56-7-1201(d).
3. Whether Farmers was entitled to summary judgment because Poper's total recoveries exceeded the $100,000 uninsured-motorist policy limit.

HOLDINGS

1. Tenn. Code Ann. § 56-7-1201(d) unambiguously permits an uninsured-motorist insurer to limit its liability by offsetting all liability and primary uninsured-motorist insurance payments, bonds, and securities applicable to the insured's bodily injury or death.
2. Tennessee's comparative-fault doctrine does not affect or modify the clear language of Tenn. Code Ann. § 56-7-1201(d).
3. Farmers was entitled to summary judgment because Poper's $530,000 in settlements exceeded the $100,000 limit of his uninsured-motorist policy, leaving Farmers with no liability under the statute.

KEY QUOTATIONS

> *"In our view, the language of Tenn.Code Ann. § 56-7-1201(d) unambiguously allows an uninsured motorist insurance carrier to limit its liability by offsetting "all liability and/or primary uninsured motorist insurance policies, bonds, and securities applicable to the bodily injury or death of the insured.""* (90 S.W.3d at 685)

> *"We therefore conclude that Tenn.Code Ann. § 56-7-1201(d) is not affected by the principles of comparative fault outlined in McIntyre."* (90 S.W.3d at 687)

FACTUAL BACKGROUND

Linda Poper died from injuries sustained in a multi-vehicle accident. Her husband, Thomas Poper, settled claims against all but Joseph Rollins for a total of $530,000, including $400,000 from General Motors. Poper then sought uninsured-motorist benefits from Farmers under a policy with a $100,000 limit, arguing that Farmers owed the difference between that limit and Rollins's $10,000 liability limit. Farmers asserted that the total settlements exceeded its policy limit and completely offset its liability.

PROCEDURAL HISTORY

After settling claims against multiple tortfeasors for $530,000, Thomas Poper sued Farmers Mutual Insurance Exchange for uninsured-motorist benefits. The trial court granted Farmers summary judgment, concluding that the settlements offset the insurer's $100,000 uninsured-motorist limit. The Court of Appeals affirmed, and the Tennessee Supreme Court granted permission to appeal and affirmed.

DISPOSITION

affirmed

CASES CITED

- McIntyre v. Balentine, 833 S.W.2d 52 (Tenn. 1992)
- Mooney v. Sneed, 30 S.W.3d 304 (Tenn. 2000)
- State v. Blackstock, 19 S.W.3d 200 (Tenn. 2000)
- Gleaves v. Checker Cab Transit Corp., 15 S.W.3d 799 (Tenn. 2000)
- Ivey v. Trans Global Gas & Oil, 3 S.W.3d 441 (Tenn. 999)
- Erwin v. Rose, 980 S.W.2d 203 (Tenn. Ct. App. 1998)
- Terry v. Aetna Casualty and Surety Co., 510 S.W.2d 509 (Tenn. 1974)
- State Auto. Mutual Insurance Co. v. Cummings, 519 S.W.2d 773 (Tenn. 1975)
- Sherer v. Linginfelter, 29 S.W.3d 451 (Tenn. 2000)
- Thompson v. Parker, 606 S.W.2d 538 (Tenn. Ct. App. 1980)