SUPREME COURT OF SOUTH CAROLINA

Green v. United States Automobile Ass'n Auto & Property Insurance

407 S.C. 520 (2014) · Decided April 2, 2014

SUMMARY

The South Carolina Supreme Court affirmed summary judgment for USAA in a coverage dispute involving a Florida automobile insurance policy. The court held that Florida law governed the policy's family-member exclusion and that enforcing the exclusion did not violate South Carolina public policy. The court also upheld denial of underinsured motorist coverage because the vehicle involved was owned by and regularly available to the insured's family member.

CASE DETAILS

COURT	Supreme Court of South Carolina
WRITING FOR THE COURT	Chief Justice Toal; Justice Beatty; Justice Kittredge; Justice Hearn; Acting Justice James E. Moore
JURISDICTION	South Carolina
DECIDED	April 2, 2014
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a circuit court order granting USAA summary judgment in an action seeking a determination of insurance coverage.
STANDARD OF REVIEW	Review of an order granting summary judgment; the court reviewed whether the record showed any genuine issue of material fact and whether USAA was entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Green v. United States Automobile Ass'n Auto & Property Insurance, USAA

TOPICS

insurance coverage · uninsured motorist · contract interpretation · contracts

PRACTICE AREAS

insurance · contracts · conflict of laws

QUESTIONS PRESENTED

1. Whether enforcement in South Carolina of the Florida automobile policy's family-member exclusion violated South Carolina public policy.
2. Whether the injured child was entitled to underinsured motorist coverage under the Florida automobile insurance policy.

HOLDINGS

1. The family-member exclusion, valid under Florida law, was not void as against South Carolina public policy when applied in South Carolina litigation.
2. The injured child was not entitled to UIM benefits because the policy's definition of an uninsured motor vehicle excluded an automobile owned by or furnished to or regularly available for the use of the named insured or a family member, and the Honda fell within that exclusion.

KEY QUOTATIONS

> *"Reluctantly, we agree with the circuit court that enforcement of this exclusion, which is admittedly valid under Florida law, does not offend our public policy, and that there is no underinsured coverage for father's minor child under the father's policy."* (at 523)

> *"The abolition of parental immunity in this State does not create a public policy bar to enforcement of the valid family member exclusion in USAA's Florida automobile insurance policy."* (at 524)

> *"We agree with the circuit court that the family member exclusion contained in the Florida automobile policy at issue here, being valid under both Florida statutory authority and Florida public policy considerations, is not void as against our public policy when applied in this South Carolina litigation."* (at 525)

FACTUAL BACKGROUND

Green and his wife owned two vehicles insured under a policy issued in Florida; the Honda was registered in Florida, while the Blazer was registered in South Carolina. Although Green and his wife maintained a Florida policy and Green had a Florida driver's license, they had lived continuously in Beaufort, South Carolina, since 2004. The couple's minor child was severely injured when the mother, driving the Honda in South Carolina, negligently collided with an oncoming vehicle. USAA denied liability coverage under the policy's family-member exclusion and denied UIM benefits under the policy's definition of an uninsured motor vehicle.

PROCEDURAL HISTORY

Green sought liability and underinsured motorist coverage under a Florida automobile insurance policy for injuries sustained by his minor child while riding in the family Honda in South Carolina. The circuit court granted USAA summary judgment, concluding that the policy's family-member exclusion was enforceable and that the policy did not provide UIM coverage. The Supreme Court of South Carolina affirmed.

DISPOSITION

affirmed

CASES CITED

- Mitchell v. State Farm Mut. Auto. Ins., 678 So. 2d 418 (Fla. Dist. Ct. App. 1996)
- Unisun Ins. Co. v. Hertz Rental Corp., 312 S.C. 549, 436 S.E.2d 182 (Ct. App. 1993)
- Elam v. Elam, 275 S.C. 132, 268 S.E.2d 109 (1980)
- Algie v. Algie, 261 S.C. 103, 198 S.E.2d 529 (1973)
- Boone v. Boone, 345 S.C. 8, 546 S.E.2d 191 (2001)
- Dunes West Golf Club, LLC v. Town of Mt. Pleasant, 401 S.C. 280, 737 S.E.2d 601, fn. 11 (2013)
- Small v. New Hampshire Indem., 915 So. 2d 714 (Fla. Dist. Ct. App. 2005)

INSTRUCTIONS FOR AN AI ASSISTANT
