SUPREME COURT OF NEW HAMPSHIRE

Belanger v. MMG Insurance

153 N.H. 584 (2006) · Decided May 26, 2006

SUMMARY

The New Hampshire Supreme Court considered whether the plaintiff was a resident of her mother's household under an automobile insurance policy providing coverage to resident family members. The court held that residence requires physical dwelling at the claimed residence while regarding it as one's principal place of abode, without requiring an intent to remain there indefinitely. Applying that standard, the court concluded that the plaintiff was a resident of her mother's household and reversed and remanded the summary judgment ruling.

CASE DETAILS

COURT	Supreme Court of New Hampshire
WRITING FOR THE COURT	Galway, J.; Broderick, C.J.; Dalianis, J.; Duggan, J.
JURISDICTION	New Hampshire
DECIDED	May 26, 2006
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Belanger appealed from an order granting MMG's motion for summary judgment in her declaratory judgment action seeking uninsured-motorist coverage under her mother's automobile insurance policy.
STANDARD OF REVIEW	The court considers affidavits, other evidence, and properly drawn inferences in the light most favorable to the nonmoving party; summary judgment is proper if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. The court reviews the trial court's application of law to facts de novo.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Court of New Hampshire
PARTIES	Lauren Belanger v. MMG Insurance Company

TOPICS

uninsured motorist · insurance coverage · contract interpretation · appellate procedure · standard of review

PRACTICE AREAS

insurance law | contract law | appellate procedure

QUESTIONS PRESENTED

1. What meaning should be given to the undefined term "resident" in an automobile insurance policy's definition of family member?
2. Whether Belanger was a resident of her mother's household under the policy at the time of the accident.
3. Whether MMG was entitled to summary judgment on the undisputed facts.

HOLDINGS

1. In the insurance-contract context, residence means the place where an individual physically dwells while regarding it as the individual's principal place of abode.
2. Residence requires the simultaneous presence of two factors: the person physically dwells at the claimed residence and regards that location as the person's principal place of abode.
3. Belanger was a resident of her mother's household under MMG's policy at the time of the accident.
4. MMG was not entitled to summary judgment as a matter of law.

KEY QUOTATIONS

> *"Our definition of "residence" considers two factors that must occur simultaneously: (1) the person must physically dwell at the claimed residence; and (2) the person must regard the claimed residence as his principal place of abode."* (153 N.H. at 587)

> *"Based upon the above facts, we conclude that Belanger was a resident of her mother's household under MMG's policy at the time of the accident."* (153 N.H. at 588)

FACTUAL BACKGROUND

Belanger moved from her mother's home in Hampton, New Hampshire, to a leased apartment in Brighton, Massachusetts, but later left that apartment after conflicts with her roommates. Although the Brighton lease continued through August, she moved most of her clothing to her mother's home and spent the majority of nights there in June 2003. Before the accident, she and her sister had rented a Somerville apartment, paid the first month's rent and security deposit, and received the keys, but Belanger had not yet moved in. She was injured in an automobile accident while traveling to clean the Somerville apartment and sought uninsured-motorist coverage under her mother's policy.

PROCEDURAL HISTORY

Belanger was injured in an automobile accident while transitioning from an apartment in Brighton, Massachusetts, to a new apartment in Somerville, Massachusetts. She sought coverage as a family member residing in her mother's household. The Superior Court granted MMG summary judgment after determining that Belanger was not a resident of her mother's household, and the Supreme Court of New Hampshire reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case was remanded for further proceedings consistent with the Supreme Court's determination that Belanger was a resident of her mother's household and that MMG was not entitled to summary judgment.

CASES CITED

- Banfield v. Allstate Ins. Co., 152 N.H. 491, 493 (2005)
- Krigsman v. Progressive N. Ins. Co., 151 N.H. 643, 645 (2005)
- Concord Group Ins. Co's v. Sleeper, 135 N.H. 67, 70 (1991)
- Limonges v. Horace Mann Insurance Co., 134 N.H. 474, 475 (1991)
