SUPREME COURT OF FLORIDA

Young v. Progressive Southeastern Ins. Co.

753 So. 2d 80 (Fla. 2000) · No. SC93544 · Decided February 10, 2000

SUMMARY

The Supreme Court of Florida held that an uninsured/underinsured motorist policy provision excluding vehicles owned or operated by self-insurers is invalid under Florida's uninsured motorist statutory scheme and public policy. The court concluded that a self-insured motorist must be treated as statutorily uninsured when the tortfeasor's available resources do not make the injured party whole. The court quashed the lower court's decision, disapproved conflicting precedent, and answered the certified question in the negative.

CASE DETAILS

COURT	Supreme Court of Florida
WRITING FOR THE COURT	Pariente, J.; Harding, C.J.; Shaw, J.; Anstead, J.; Lewis, J.; Quince, J.; Wells, J.
JURISDICTION	Florida
DECIDED	February 10, 2000
DOCKET	SC93544
DISPOSITION	quashed
PROCEDURAL POSTURE	The Supreme Court of Florida reviewed a Second District Court of Appeal decision affirming summary judgment for the insurer and certifying a question of great public importance concerning the validity of a self-insurer exclusion in uninsured/underinsured motorist coverage.
STANDARD OF REVIEW	De novo review of the legal interpretation of the insurance policy and uninsured motorist statute and of the summary judgment ruling.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Court of Florida; certified-question decision.
PARTIES	Juan Young, Youngs v. Progressive Southeastern Insurance Company

TOPICS

uninsured motorist · insurance coverage · statutory interpretation · appellate jurisdiction · appellate procedure

PRACTICE AREAS

insurance law | appellate law | statutory interpretation

QUESTIONS PRESENTED

1. Whether Florida's uninsured motorist statute permits an insurance policy to exclude coverage when the insured is injured by a self-insured motorist.
2. Whether a self-insured motorist whose available liability protection is less than the injured party's damages is statutorily uninsured or underinsured.
3. Whether a policy provision excluding self-insured motorists from uninsured/underinsured motorist coverage is void as contrary to Florida public policy.

HOLDINGS

1. A self-insured motorist is not statutorily underinsured under sections 627.727(3) and (6) because those provisions refer to a tortfeasor with a liability insurer, and a self-insurer is not a liability insurer under the Florida Insurance Code.
2. A motorist who is self-insured must be deemed statutorily uninsured for purposes of Florida's uninsured motorist statute.
3. A policy provision excluding vehicles owned or operated by a self-insurer from uninsured/underinsured motorist coverage is contrary to Florida's uninsured motorist statutory scheme and public policy and is void.

KEY QUOTATIONS

> *"We answer the certified question in the negative because the exclusion, which operates to prevent an insured from seeking either uninsured or underinsured motorist coverage under his or her insurance policy when the tortfeasor elects to be self-insured, is impermissible under Florida's uninsured motorist statutory scheme and the policy underlying that statute."* (81)

> *"Thus, a motorist who is self-insured must be deemed statutorily uninsured."* (85)

> *"We thus conclude that a self-insured motorist exclusion is contrary to the statutory scheme set forth in the uninsured motorist statute, and that the provision in the Progressive uninsured motorist policy refusing to treat a self-insured motorist as either an underinsured or uninsured motorist is void."* (88)

FACTUAL BACKGROUND

Juan Young was stopped at a red light when a Hillsborough County Sheriff's Office vehicle struck his vehicle from behind. The Sheriff's Office was self-insured up to $100,000 per person and $200,000 per occurrence, and the Youngs alleged that their damages exceeded those limits. Their Progressive policy provided $25,000 in uninsured/underinsured motorist coverage but excluded vehicles owned or operated by a self-insurer from the definition of an uninsured motor vehicle.

PROCEDURAL HISTORY

After the Youngs sued the Hillsborough County Sheriff's Office for injuries arising from a collision with a sheriff's vehicle, they also sued Progressive under their uninsured/underinsured motorist policy, alleging damages exceeding the Sheriff's Office's self-insurance limits. The trial court granted Progressive summary judgment based on the policy exclusion. The Second District affirmed, relying on Amica Mutual Insurance Co. v. Amato and Comesanas v. Auto-Owners Insurance Co., and certified the issue to the Supreme Court of Florida. The Supreme Court answered the certified question in the negative, quashed the district court decision, and disapproved conflicting precedent.

DISPOSITION

quashed

CASES CITED

- Young v. Progressive Southeastern Insurance Co., 712 So. 2d 460 (Fla. 2d DCA 1998)
- Amica Mutual Insurance Co. v. Amato, 667 So. 2d 802 (Fla. 4th DCA 1995)
- Comesanas v. Auto-Owners Insurance Co., 700 So. 2d 118 (Fla. 2d DCA 1997)
- Allstate Insurance Co. v. Boynton, 486 So. 2d 552, 557 (Fla. 1986)
- Brown v. Progressive Mutual Insurance Co., 249 So. 2d 429, 430 (Fla. 1971)
- Mullis v. State Farm Mutual Automobile Insurance Co., 252 So. 2d 229, 233-34, 238 (Fla. 1971)
- Salas v. Liberty Mutual Fire Insurance Co., 272 So. 2d 1, 5 (Fla. 1972)
- Forsythe v. Longboat Key Beach Erosion Control District, 604 So. 2d 452, 455 (Fla. 1992)
- Diversified Services, Inc. v. Avila, 606 So. 2d 364, 366 (Fla. 1992)
- Lipof v. Florida Power & Light Co., 596 So. 2d 1005, 1007-08 (Fla. 1992)
- Michigan Millers Mutual Insurance Co. v. Bourke, 607 So. 2d 418, 420-21 (Fla. 1992)
- Kyrkos v. State Farm Mutual Automobile Insurance Co., 121 Wash. 2d 669, 852 P.2d 1078, 1083 (1993)
- Young v. Greater Portland Transit District, 535 A.2d 417, 420 (Me. 1987)
- United Services Automobile Association v. Phillips, 740 So. 2d 1205, 1207 (Fla. 2d DCA 1999)
- Johns v. Liberty Mutual Fire Insurance Co., 337 So. 2d 830, 831 (Fla. 2d DCA 1976)
- Centennial Insurance Co. v. Wallace, 330 So. 2d 815, 817 (Fla. 3d DCA 1976)
- Gabriel v. Travelers Indemnity Co., 515 So. 2d 1322, 1324 (Fla. 3d DCA 1987)
- Zeichner v. City of Lauderhill, 732 So. 2d 1109, 1113 (Fla. 4th DCA 1999)
- Woodall v. Travelers Indemnity Co., 699 So. 2d 1361, 1363 (Fla. 1997)
- Travelers Insurance Co. v. Warren, 678 So. 2d 324, 328 (Fla. 1996)
- Bulone v. United Services Automobile Association, 660 So. 2d 399, 400 (Fla. 2d DCA 1995)

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