SUPREME COURT OF RHODE ISLAND

Ferreira v. Integon National Insurance Co.

809 A.2d 1098 (R.I. 2002) · No. No. 2001-254-A · Decided November 13, 2002

SUMMARY

The Supreme Court of Rhode Island held that when an insured is added to an existing automobile insurance policy, the insurer is required to provide notice of the availability of uninsured motorist coverage under Rhode Island General Laws § 27-7-2.1(d), but is not required to obtain a new written rejection of that coverage under subsection (a). Because the addition of Leno Ferreira to the policy was not a new issuance or delivery of the policy, the court affirmed summary judgment for Integon National Insurance Co. and declined to reform the policy to include uninsured motorist coverage.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Williams, C.J.; Lederberg, J.; Flanders, J.; Goldberg, J.
JURISDICTION	Rhode Island
DECIDED	November 13, 2002
DOCKET	No. 2001-254-A
DISPOSITION	affirmed
PROCEDURAL POSTURE	Ferreira appealed the Superior Court's grant of summary judgment to Integon in an action seeking reformation of an automobile insurance policy to include uninsured-motorist coverage. He also appealed the denial of his own motion for partial summary judgment, but that aspect of the appeal was not reviewable absent a petition for certiorari.
STANDARD OF REVIEW	Summary judgment decisions are reviewed de novo under the same rules and standards applied by the hearing justice. Summary judgment is proper when, viewing admissible evidence in the light most favorable to the nonmoving party, no genuine issue of material fact remains and the moving party is entitled to judgment as a matter of law. A denial of summary judgment ordinarily is not reviewable and may be reviewed only by certiorari.
PRECEDENTIAL VALUE	Published Rhode Island Supreme Court opinion; precedential.
PARTIES	Leno Ferreira v. Integon National Insurance Co.

TOPICS

uninsured motorist · insurance coverage · statutory interpretation · summary judgment · appellate procedure

PRACTICE AREAS

Insurance law · Civil procedure · Appellate procedure · Statutory interpretation

QUESTIONS PRESENTED

1. Whether adding Ferreira as a named insured to an existing policy constituted a transaction governed by Rhode Island General Laws § 27-7-2.1(d), requiring notice of the availability of uninsured-motorist coverage, or instead required Integon to obtain a new written rejection under § 27-7-2.1(a).
2. Whether the Superior Court properly granted summary judgment to Integon on Ferreira's claim to reform the policy to include uninsured-motorist coverage.
3. Whether the Supreme Court could review the denial of Ferreira's motion for partial summary judgment without a petition for certiorari.

HOLDINGS

1. The Supreme Court would not review the denial of Ferreira's motion for partial summary judgment because review of such a denial is available only by certiorari and Ferreira did not file a petition for certiorari.
2. When an additional named insured is added to an existing policy that does not provide uninsured-motorist coverage, the transaction is governed by § 27-7-2.1(d), which requires notice of the availability of coverage but does not require the insurer to obtain a new written rejection under § 27-7-2.1(a).
3. Summary judgment for Integon was proper because Integon fulfilled its statutory duty by notifying the insureds of the availability of uninsured-motorist coverage, and no new written rejection was required when Ferreira was added to the existing policy.

KEY QUOTATIONS

> *"This Court generally will not review a denial of a motion for summary judgment, and, in any case, would do so only by certiorari."* (809 A.2d at 1100)

> *"Thus, we shall affirm a grant of summary judgment "only when, after reviewing the admissible evidence in the light most favorable to the nonmoving party, we conclude that n o genuine issue of material fact remains to be decided, and the moving party is entitled to judgment as a matter of law.""* (809 A.2d at 1100)

> *"There is no requirement for a written rejection."* (809 A.2d at 1101)

FACTUAL BACKGROUND

Integon issued an automobile policy to Natalia Lopes in May 1995, and Lopes rejected uninsured-motorist coverage by signing the statutory advisory notice and warning form. Ferreira later became an additional named insured in November 1996; Integon notified Ferreira and Lopes of the availability of uninsured-motorist coverage at that time and at subsequent renewals, but neither obtained the coverage. After Ferreira was injured in a June 25, 1999 accident with an uninsured driver, he sought reformation of the policy to include uninsured-motorist coverage.

PROCEDURAL HISTORY

The plaintiff and Natalia Lopes sought a declaration that their policy should be reformed to include uninsured-motorist coverage after Ferreira was injured by an uninsured driver. The Superior Court denied their motion for partial summary judgment and granted Integon's motion for summary judgment, concluding that a written rejection of uninsured-motorist coverage was required only when the policy was initially issued. Ferreira appealed; Lopes did not join. The Supreme Court declined to review the denial of Ferreira's motion because no certiorari petition was filed, affirmed the grant of summary judgment, denied the appeal, and remanded the papers to the Superior Court.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The papers in the case were remanded to the Superior Court; no further substantive instructions were provided.

CASES CITED

- Boucher v. McGovern, 639 A.2d 1369, 1373 (R.I. 1994)
- Roe v. Gelineau, 794 A.2d 476, 481 (R.I. 2002)
- R & R Associates v. City of Providence Water Supply Board, 765 A.2d 432, 436 (R.I. 2001)
- Cardarelli v. DET Board of Review, 674 A.2d 398, 400 (R.I. 1996)
- Cummings v. Shorey, 761 A.2d 680, 684 (R.I. 2000)
- In re Denisewich, 643 A.2d 1194, 1197 (R.I. 1994)
- Accent Store Design, Inc. v. Marathon House, Inc., 674 A.2d 1223, 1226 (R.I. 1996)
- State v. Fritz, 801 A.2d 679, 682 (R.I. 2002)
- Malo v. Aetna Casualty and Surety Co., 459 A.2d 954, 956-57 (R.I. 1983)