UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, SOUTHERN DIVISION

Thyron Caughlin v. Great West Casualty Company

Caughlin v. Great West Casualty Co., Civil Action No. 1:25-CV-00354-BWR (S.D. Miss. Apr. 17, 2026) · No. 1:25-CV-00354-BWR · Decided April 17, 2026

SUMMARY

The United States District Court for the Southern District of Mississippi granted Great West Casualty Company's motion to dismiss Thyron Caughlin's claims for uninsured or underinsured motorist benefits. The court held that Caughlin was a Class II insured under his employer's policy and was not entitled to stack coverage limits for multiple covered vehicles. Because the policy's $100,000 limit was fully offset by Caughlin's settlement with the tortfeasor's insurer, the complaint was dismissed with prejudice.

CASE DETAILS

COURT	United States District Court for the Southern District of Mississippi, Southern Division
WRITING FOR THE COURT	Bradley W. Rath
JURISDICTION	United States District Court for the Southern District of Mississippi, Southern Division
DECIDED	April 17, 2026
DOCKET	1:25-CV-00354-BWR
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the plaintiff's claims for uninsured or underinsured motorist benefits. The court considered the insurance policy because it was referenced in and central to the complaint, granted the motion, and dismissed the complaint with prejudice.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded facts as true and construes the complaint in the plaintiff's favor, but need not accept conclusory allegations, unwarranted inferences, or legal conclusions. Dismissal is proper when the complaint shows on its face that the plaintiff is entitled to no relief. Documents referenced in and central to the complaint may be considered without converting the motion to one for summary judgment.

PRECEDENTIAL VALUE	unpublished district-court order
PARTIES	Thyron Caughlin v. Great West Casualty Company

TOPICS

uninsured motorist · insurance coverage · contract interpretation · motions to dismiss · civil procedure

PRACTICE AREAS

insurance coverage · insurance litigation · civil procedure · commercial litigation

QUESTIONS PRESENTED

1. Whether the insurance policy could be considered in deciding Great West's Rule 12(b)(6) motion without converting the motion into one for summary judgment.
2. Whether the policy was ambiguous regarding the identity of the named insured.
3. Whether Caughlin, an employee driving a covered vehicle owned by his employer, was entitled to stack the uninsured or underinsured motorist limits for multiple covered vehicles.
4. Whether the policy's offset provision reduced Caughlin's available uninsured or underinsured motorist coverage to zero after his $100,000 settlement with the tortfeasor's insurer.

HOLDINGS

1. The policy was properly considered because the complaint referred to it, identified its policy number, and sought coverage under it; the policy was therefore central to the claim and part of the pleadings for purposes of the motion to dismiss.
2. The policy unambiguously designated Rome's Recycling LLC as a named insured under the uninsured-motorist endorsement.
3. Caughlin was a Class II insured and was not entitled to stack his employer's uninsured or underinsured motorist coverage for the other covered vehicles. His coverage was limited to $100,000 for the covered vehicle he occupied.
4. The policy's offset provision reduced Caughlin's $100,000 uninsured or underinsured motorist limit by the $100,000 paid by the tortfeasor's insurer, leaving no coverage available and requiring dismissal of the complaint.

KEY QUOTATIONS

> *"The interpretation of an insurance policy is a question of law."* (Section III.B)

> *"Accordingly, Plaintiff is not entitled to stack the limits of the other covered autos and is limited to the coverage for the covered auto he was driving at the time of the accident, which is $100,000."* (Section III.C)

> *"Reducing or offsetting this amount by the "sums paid" by Ms. Eden's insurer, $100,000, as required by Section D.2., reduces the available coverage to zero."* (Section III.D)

FACTUAL BACKGROUND

On June 27, 2024, Caughlin was involved in a collision with Frances Marie Eden while driving a truck owned by his employer, Rome's Recycling LLC. Great West issued a commercial policy listing Rome's Recycling LLC as the named insured and providing stacked uninsured-motorist coverage with a $100,000 limit per accident. Caughlin settled with Eden and her insurer for the full $100,000 liability-policy limit before filing suit, and Great West denied his request for uninsured or underinsured motorist benefits.

PROCEDURAL HISTORY

Caughlin filed suit in state court seeking uninsured and/or underinsured motorist coverage under an employer's commercial automobile policy. Great West removed the action on November 21, 2025, based on diversity jurisdiction, and moved to dismiss. The court held that the policy was properly considered with the motion, found that Caughlin was a Class II insured who could not stack the employer's coverage, and held that the $100,000 available limit was fully offset by his $100,000 settlement with the tortfeasor's insurer.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Heinze v. Tesco Corp., 971 F.3d 475, 479 (5th Cir. 2020)
- Eott Energy Pipeline Limited Partnership v. Hattiesburg Speedway, Inc., 303 F. Supp. 2d 819, 821 (S.D. Miss. 2004)
- Doe v. United States, 853 F.3d 792, 800 (5th Cir. 2017), as revised (Apr. 12, 2017)
- Erie Railroad Co. v. Tompkins, 304 U.S. 64, 58 (1938)
- Rainwater v. Lamar Life Insurance Co., 207 F. Supp. 2d 561, 565-66 (S.D. Miss. 2002), amended, 246 F. Supp. 2d 546 (S.D. Miss. 2003), appeal dismissed and remanded, 391 F.3d 636 (5th Cir. 2004)
- Jackson v. Johns-Manville Sales Corp., 781 F.2d 394, 397 (5th Cir. 1986) (en banc), cert. denied, 478 U.S. 1022 (1986)
- Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498-99 (5th Cir. 2000)
- Causey v. Sewell Cadillac-Chevrolet, Inc., 394 F.3d 285, 288 (5th Cir. 2004)
- Lewis v. Allstate Insurance Co., 730 So. 2d 65, 68 (Miss. 1998)
- Phillips v. Enterprise Transportation Service Co., 988 So. 2d 418, 421 (Miss. Ct. App. 2008)
- Dalton v. Cellular South, Inc., 20 So. 3d 1227, 1232 (Miss. 2009)
- Meyers v. American States Insurance Co., 914 So. 2d 669, 674 (Miss. 2005)
- Alley v. North Insurance Co., 926 So. 2d 906, 909 (Miss. 2006)
- Mills ex rel. Dotson v. Axis Insurance Co., No. 3:21CV7TSL-RPM, 2021 WL 2660614, at *2 (S.D. Miss. Apr. 29, 2021)

- Mascarella v. U.S. Fidelity & Guaranty Co., 833 So. 2d 575, 580 (Miss. 2002)
- Wise v. United Services Automobile Association, 861 So. 2d 308, 319 (Miss. 2003)

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