SUPREME JUDICIAL COURT OF MAINE

Blanchet v. Assurance Co. of America

766 A.2d 71 (Me. 2001) · Decided February 26, 2001

SUMMARY

The Maine Supreme Judicial Court vacated a summary judgment favoring Assurance Company of America in a dispute over cancellation of an automobile insurance policy for nonpayment. The court held that factual disputes existed regarding actual receipt of the cancellation notice and whether the notice was sent to the insured’s last known address under 24-A M.R.S.A. § 2915, given the insurance agent’s knowledge of the insured’s New Hampshire address.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Clifford, J.; Alexander; Calkins; Clifford; Dana; Rudman; Wathen
JURISDICTION	Maine
DECIDED	February 26, 2001
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a summary judgment for the insurer and denial of the insured's motion for partial summary judgment in consolidated coverage and declaratory judgment actions.
STANDARD OF REVIEW	The court reviews summary judgment for errors of law and independently examines the record to determine whether a genuine issue of material fact exists.
PRECEDENTIAL VALUE	Published Maine Supreme Judicial Court opinion; precedential.
PARTIES	Dori Blanchet v. Assurance Company of America

TOPICS

insurance coverage · uninsured motorist · summary judgment · civil procedure · appellate procedure

PRACTICE AREAS

Insurance law · Civil procedure · Appellate procedure

QUESTIONS PRESENTED

1. Whether Assurance complied with Maine's statutory notice requirements for canceling Richard Blanchet's automobile policy for nonpayment of premium.
2. Whether the insurer was entitled to rely on the statutory conclusive-proof-of-receipt provision when the cancellation notice was mailed to the insurance agent's address rather than the insured's disputed last known address.
3. Whether disputed facts concerning actual receipt, authorization to use the agent's address, and the agent's knowledge of the insured's New Hampshire address precluded summary judgment.

HOLDINGS

1. Summary judgment for Assurance was improper because the record contained a genuine issue of material fact as to whether Richard actually received the cancellation notice.
2. The statutory conclusive-proof-of-receipt provision did not entitle Assurance to summary judgment because factual disputes remained concerning whether the Limington agency address was Richard's last known address and whether the notice was sent there within the meaning of the statute.
3. Because Aaskov was Assurance's authorized agent and knew Richard's New Hampshire mailing address, Assurance was charged with that knowledge.

KEY QUOTATIONS

> *"We agree with Blanchet that there is a genuine issue of material fact as to whether Assurance complied with the notice provisions of 24-A M.R.S.A. § 2915 when it canceled the automobile policy under which Blanchet seeks coverage, and that a summary judgment was entered inappropriately."* (766 A.2d at 71)

> *"If the record reveals a material fact in dispute, a summary judgment is inappropriate."* (766 A.2d at 74)

> *"The uncertainty of whether Assurance had permission to use the Limington address as Richard's last known address, and whether the notice of cancellation was sent to Richard's last known address within the meaning of 24-A M.R.S.A. § 2915, are questions for the factfinder."* (766 A.2d at 75)

FACTUAL BACKGROUND

Assurance issued automobile policies covering Richard and Dori Blanchet. Assurance sent a certified cancellation notice for nonpayment of premium to an address belonging to Aaskov Insurance Agency in Limington, Maine, although the Blanchets used a New Hampshire post-office-box address and denied consenting to use of the agency address. Richard denied receiving the cancellation notice, and no certified receipt established actual receipt. After Dori's accident, she sought uninsured-motorist coverage under Richard's policy, while Assurance maintained that the policy had been canceled.

PROCEDURAL HISTORY

Dori Blanchet sought uninsured-motorist coverage under Richard Blanchet's automobile policy after an accident. Assurance separately sought a declaration that the policy had been canceled for nonpayment of premium, and the actions were consolidated. The Superior Court denied Dori's motion for partial summary judgment, entered summary judgment for Assurance, and denied reconsideration. The Supreme Judicial Court vacated and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The judgment was vacated and the case was remanded to the Superior Court for further proceedings consistent with the opinion, including factfinding concerning actual receipt, the insured's last known address, authorization to use the Limington address, and the effect of the statutory conclusive-proof-of-receipt provision.

CASES CITED

- County Forest Products, Inc. v. Green Mountain Agency, Inc., 2000 ME 161, ¶ 32, 758 A.2d 59, 67
- Prescott v. State Tax Assessor, 1998 ME 250, ¶ 5, 721 A.2d 169, 171-72
- Burke v. Port Resort Realty Corp., 1998 ME 193, ¶ 8, 714 A.2d 837, 840
- State Farm Mut. Auto. Ins. Co. v. Libby, 655 A.2d 880, 882 (Me. 1995)
- Gov't Employees Ins. Co. v. Concord Gen. Mut. Ins. Co., 458 A.2d 1205, 1209 (Me. 1983)
- Sinclair v. Home Indem. Co., 159 Me. 367, 193 A.2d 177, 179 (Me. 1963)
- Utica Mut. Ins. Co. v. St. Paul Fire & Marine Ins. Co., 519 A.2d 185, 186 (Me. 1986)