

Joshua Bell v. Progressive Direct Insurance Company

Year: 2013

Court: South Carolina Supreme Court

Case Number: 2011-UP-242

UP weighed in to argue that the Court should apply the doctrine of the reasonable expectations of the insured when analyzing the parties' positions. Mr. Bell was living with Ms. Severn and their child. Ms. Severn purchased Underinsured Motorist insurance, and Mr. Bell was subsequently involved in a car accident with an underinsured motorist. The insurance company denied their claim because they were not technically married, despite their close relationship and living situation. The court agreed because of the terms of the policy. UP reminded the court that insurance contracts are contracts of adhesion, and that the policyholder does not get a copy of their policy until it's already in effect. To protect policyholders like Mr. Bell and Ms. Severn from financial ruin, UP asked the court find for Mr. Bell based on what he and Ms. Severn reasonably expected the policy to cover when they purchased it. UPdate 4/14/2013: The South Carolina Supreme Court agreed with UP and adopted the "Reasonable Expectations" doctrine in South Carolina. However, the Supreme Court refused to apply it to this particular factual situation, holding that the policy language unambiguously denied coverage under its plain terms.

UP's brief was drafted pro bono by William F. Merlin of Merlin Law Group and J. Jackson Thomas of Thomas & Brittain, PA.