

McLaughlin v. Travelers Commercial Insurance Company

Year: 2019

Court: Supreme Court of the State of Washington

Case Number: 97652-0

In its brief, UP argues that this Court should review the Court of Appeals opinion because it substantially narrows the rights of Washington insurance consumers in ways inconsistent with this Court's decisions and the state's declared public policy.

First, the Court of Appeals ignored Washington's Personal Injury Protection (PIP) statute, which establishes a statutory minimum coverage, that this Court has declared the public policy of this state, and which mandates coverage for McLaughlin here—and does so regardless of his status as a “pedestrian.” Bizarrely, the Court of Appeals claimed that it needed to “harmonize” related statutes in order to justify its conclusion of non-coverage, but it ignored the statute that expressly regulates the coverage at issue, as well as every decision of this Court enforcing that statute.

Second, the Court of Appeals relied on a single dictionary definition of “pedestrian” to narrow an insurance-coverage grant. This is a departure from fundamental law and will undermine insurance protection in Washington across all lines of coverage.

UPdate: The Washington Supreme Court granted review and UP submitted a brief on the merits.

In its brief, UP first argue that Washington's Personal Injury Protection (PIP) statute establishes a statutory minimum coverage, which this court has declared the public policy of this state, and which mandates coverage for McLaughlin—and does so regardless of his status as a “pedestrian.” The Court of Appeals claimed that it needed to “harmonize” related statutes in order to justify its conclusion of non-coverage, but it ignored the statute that expressly regulates the coverage at issue, as well as every decision of this Court enforcing that statute.



Second, the Court of Appeals relied on a single dictionary definition to narrow an insurance coverage grant. This is a departure from fundamental law and will undermine insurance protection in Washington across all lines of coverage.

This brief was drafted pro bono by Ian Birk and Gabriel Verdugo of Keller Rohrback, L.L.P.