Nationwide Mutual Fire Insurance Company v. Walls

Year: 2020
Court: South Carolina Supreme Court
Case Number: 2019-001596

In its brief, UP advocates for the proper interpretation of consumer protections for automobile policyholders in South Carolina.

In this case, Nationwide's policy purported to deny any coverage for death or injury that a named insured, a relative of a named insured, or a permissive driver causes during a motor vehicle's operation: (1) while committing a felony or (2) while fleeing from a law-enforcement officer. This includes avoiding payment to the family of an injured or deceased person when the insured is driving under the influence and crashes into another vehicle or object.

UP argued that insurance companies cannot unfairly use exclusions to limit the essential coverage that insureds have purchased to protect themselves and others, and that this principle is protected by South Carolina law. Further, UP argues that courts should broadly construe S.C. Code Ann. § 38-77-142(C). To do otherwise would be punitive on the families of those injured.

This brief was drafted and submitted pro bono by David Abney of Ahwatukee Legal Office, P.C. and Roy Willey, IV and Eric Poulin of Anastopoulo Law Firm LLC

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