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2013 U.S. App. LEXIS 24928

Manfredi v. State Farm Mut. Auto. Ins. Co., 2013 U.S. App. LEXIS 24928 (Copy citation)

United States Court of Appeals for the Eleventh Circuit
December 17, 2013, Decided
No. 12-16499

Reporter: 2013 U.S. App. LEXIS 24928 | 2013 WL 6596817

MARK A. MANFREDI, ROBIN MANFREDI, individually and as husband (and wife), Plaintiffs-Appellants, versus STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a foreign for profit corporation, Defendant-Appellee.

Notice: PLEASE REFER TO [FEDERAL RULES OF APPELLATE PROCEDURE RULE 32.1](#) GOVERNING THE CITATION TO UNPUBLISHED OPINIONS.

Prior History: [1] Appeal from the United States District Court for the Middle District of Florida. D.C. Docket No. 6:12-cv-00013-GAP-TBS.
[Manfredi v. State Farm Mut. Auto. Ins. Co., 2012 U.S. Dist. LEXIS 171116 \(M.D. Fla., Dec. 3, 2012\)](#)

Core Terms

coverage, insure, stack, non-stacked, injured, expedite, vehicle, farm, uninsured motorist, insurance policy, benefit, policy, premium, drive, paid, summary judgment, purchased, multiple, uninsured motorist coverage, automobile, accident, wherever, covered, provide coverage, district court, overlap, uninsured, judgment

Case Summary

Overview

HOLDINGS: [1]-The insureds were not entitled to any additional uninsured motorist (UM) benefits under their second policy; [2]-When purchasing their automobile insurance, they expressly chose to have non-stacked UM coverage on their second vehicle in exchange for a reduced premium; [3]-The insurer only had an obligation to provide UM benefits under the second policy if the insureds were insured while driving the second vehicle; [4]-The insureds unsuccessfully argued that they were entitled to stack the UM coverage from the second policy because they paid for stacked UM coverage for the policy on the vehicle that was involved in the collision; [5]-The policy on the second vehicle did not apply.

Outcome

Judgment affirmed.

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Civil Procedure > ... > [Summary Judgments](#) > [Entitlement as Matter of Law](#) > [General Overview](#)
Civil Procedure > [Appeals](#) > [Standards of Review](#) > [De Novo Review](#)

HN1 An appellate court reviews de novo a district court's grant of summary judgment, applying the same legal standards as the district court. [Shepardize](#) - [Narrow by this Headnote](#)

[Civil Procedure](#) > ... > [Summary Judgments](#) > [Entitlement as Matter of Law](#) > [Appropriateness](#)
[Civil Procedure](#) > ... > [Summary Judgments](#) > [Entitlement as Matter of Law](#) > [Genuine Disputes](#)
[Civil Procedure](#) > ... > [Summary Judgments](#) > [Entitlement as Matter of Law](#) > [Legal Entitlement](#)
[Civil Procedure](#) > ... > [Summary Judgments](#) > [Entitlement as Matter of Law](#) > [Materiality of Facts](#)

HN2 Summary judgment is appropriate if the evidence establishes no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. [Fed. R. Civ. P. 56](#)
(a). [Shepardize](#) - [Narrow by this Headnote](#)

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[Civil Procedure](#) > ... > [Summary Judgments](#) > [Entitlement as Matter of Law](#) > [Appropriateness](#)
[Evidence](#) > [Inferences & Presumptions](#) > [Inferences](#)

HN3 In deciding a motion for summary judgment, the evidence, and all reasonable inferences, must be viewed in the light most favorable to the non-moving party. [Shepardize](#) - [Narrow by this Headnote](#)

[Insurance Law](#) > ... > [Coverage](#) > [Uninsured Motorists](#) > [Stacking Provisions](#)

HN4 Florida law currently allows automobile insurance companies to offer two types of uninsured motorist coverage: stacked and non-stacked. [Fla. Stat. § 627.727\(9\)](#). [Shepardize](#) - [Narrow by this Headnote](#)

[Insurance Law](#) > ... > [Coverage](#) > [Uninsured Motorists](#) > [Stacking Provisions](#)

HN5 Stacked uninsured motorist (UM) coverage is expansive and generally provides protection whenever the insured is injured by an uninsured motorist, regardless of the conditions, locations, or circumstances of the accident. The Florida Supreme Court has stated that it makes no difference whether the insured is injured by an uninsured motorist while walking down the street, driving a friend's car, or riding on a bus. People who have stacked UM benefits are covered in all of these scenarios because stacked UM coverage follows the insured whenever or wherever bodily injury is inflicted upon the insured by the negligence of an uninsured motorist. [Shepardize](#) - [Narrow by this Headnote](#)

[Insurance Law](#) > ... > [Coverage](#) > [Uninsured Motorists](#) > [Stacking Provisions](#)

HN6 It is the whenever or wherever aspect of stacked uninsured motorist (UM) coverage which also gives rise to the practice of aggregating or stacking UM coverage limits when an insured has purchased multiple insurance policies. An insurance company cannot deny UM benefits simply because the insured has purchased multiple insurance policies with overlapping coverage. Rather, when multiple UM coverages overlap, the insured may stack a number of uninsured motorist coverages equal to the number of coverages for which he paid a premium. Stacked uninsured coverage enables the insured to stack the coverage for one owned automobile onto the coverage of another owned automobile. If it were otherwise, an insured would gain nothing by purchasing multiple insurance policies with stacked UM coverage. Stacking is a judicial creation, based on the common sense notion that an insured should be entitled to get what is paid for. [Shepardize](#) - [Narrow by this Headnote](#)

[Insurance Law](#) > ... > [Coverage](#) > [Uninsured Motorists](#) > [Stacking Provisions](#)

HN7 Non-stacked uninsured motorist (UM) coverage applies in a narrower set of circumstances. In exchange for a less expensive premium, non-stacked UM coverage only provides coverage for the

vehicle on which the UM premium was paid. Fla. Stat. § 627.727(9)(e) requires that non-stacked UM coverage premiums be discounted by at least 20 percent. As a result, the policy limits of non-stacked UM coverage generally do not stack or aggregate because non-stacked UM coverage does not apply whenever or wherever the insured is injured by an uninsured motorist. Rather, non-stacked UM coverage only protects the insured when he or she is injured while driving the covered vehicle. Fla. Stat 627.727(9)(b) provides that, if at the time of the accident, the injured person is occupying a motor vehicle the uninsured motorist coverage available to her or him is the coverage available as to that motor vehicle. [Shepardize - Narrow by this Headnote](#)

[Insurance Law](#) > ... > [Coverage](#) > [Uninsured Motorists](#) > [Stacking Provisions](#)

HNS Unlike stacked coverage, non-stacked uninsured motorist (UM) coverage does not provide coverage for every vehicle that the insured owns--it only provides coverage for the vehicle on which the UM premium was paid. [Shepardize - Narrow by this Headnote](#)

[Insurance Law](#) > ... > [Coverage](#) > [Uninsured Motorists](#) > [Stacking Provisions](#)

HN9 Stacking occurs when an insured has purchased multiple insurance policies that independently provide overlapping uninsured motorist coverage over a particular accident. [Shepardize - Narrow by this Headnote](#)

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Judges: Before MARTIN and [HILL](#), Circuit Judges, and FULLER,* District Judge.

Opinion by: MARTIN

Opinion

MARTIN, Circuit Judge:

Mark and Robin Manfredi (the Manfredis) appeal the District Court's grant of summary judgment in favor of State Farm Mutual Automobile Insurance Company (State Farm). After Mr. Manfredi was severely injured while driving his Ford F-150 pickup truck, State Farm paid the Manfredis \$100,000 in uninsured motorist benefits. However, the Manfredis now argue that State Farm still owes them an additional **[2]** \$100,000 in uninsured motorist benefits under a different insurance policy covering their Ford Expedition SUV. Because we agree with the District Court that State Farm has fulfilled all of its obligations to the Manfredis, we affirm.

I.

On September 22, 2010, Mark Manfredi was driving his Ford F-150 pickup truck on State Road 436 in Orlando, Florida when his truck collided with another vehicle. Mr. Manfredi was severely injured. The driver of the other vehicle was uninsured. As a result, the Manfredis sought compensation from State Farm, their auto insurance provider. Because the F-150 was covered by an insurance policy that provided \$100,000 in "stacked" uninsured motorist coverage, State Farm paid the Manfredis the full value of this benefit.

In addition to their F-150, the Manfredis owned a Ford Expedition SUV, which also happened to be insured by State Farm. Although the Expedition was not involved in the accident, the Manfredis claimed

that they were entitled to an additional \$100,000 in uninsured motorist coverage under the Expedition insurance policy. State Farm rejected this claim because the uninsured motorist coverage on the Ford Expedition policy was "non-stacked," and Mr. **[3]** Manfredi was not injured while driving the Expedition. The Manfredis sued, and the District Court granted summary judgment in favor of State Farm. The Manfredis now appeal.

II.

HN1 We review de novo the District Court's grant of summary judgment, applying the same legal standards as the District Court. [McCormick v. City of Fort Lauderdale](#), 333 F.3d 1234, 1242-43 (11th Cir. 2003). **HN2** Summary judgment is appropriate if the evidence establishes "no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." *Fed. R. Civ. P. 56(a)*. **HN3** The evidence, and all reasonable inferences, must be viewed in the light most favorable to the non-moving party. [McCormick](#), 333 F.3d at 1243.

A.

HN4 Florida law currently allows automobile insurance companies to offer two types of uninsured motorist (UM) coverage: "stacked" and "non-stacked." See generally [Fla. Stat. § 627.727\(9\)](#); [Swan v. State Farm Mut. Auto. Ins. Co.](#), 60 So. 3d 514, 518-19 (Fla. 3d DCA 2011). In [Rando v. Government Employees Insurance Co.](#), 556 F.3d 1173 (11th Cir. 2009), this Court provided a thorough history of the rules in Florida regarding "stacked" and "non-stacked" UM coverage, which we summarize here. [Id.](#) at 1176-80.

HN5 "Stacked" **[4]** UM coverage is expansive and generally provides protection whenever the insured is injured by an uninsured motorist, regardless of the "conditions, locations, or circumstances" of the accident. [Coleman v. Fla. Ins. Guar. Ass'n](#), 517 So. 2d 686, 689 (Fla. 1988). The Florida Supreme Court has stated that it makes no difference whether the insured is injured by an uninsured motorist while walking down the street, driving a friend's car, or riding on a bus. [Id.](#) People who have "stacked" UM benefits are covered in all of these scenarios because "stacked" UM coverage follows the insured "whenever or wherever bodily injury is inflicted upon [the insured] by the negligence of an uninsured motorist." [Id.](#) (quoting [Mullis v. State Farm Mut. Auto. Ins. Co.](#), 252 So. 2d 229, 238 (Fla. 1971) (emphasis added)).

HN6 It is this "whenever or wherever" aspect of "stacked" UM coverage which also gives rise to the practice of aggregating or "stacking" UM coverage limits when an insured has purchased multiple insurance policies. [Id.](#) An insurance company cannot deny UM benefits simply because the insured has purchased multiple insurance policies with overlapping coverage. See [Sellers v. United States Fid. & Guar. Co.](#), 185 So. 2d 689, 692 (Fla. 1966). **[5]** Rather, when multiple UM coverages overlap, the insured "may stack a number of uninsured motorist coverages equal to the number of coverages for which he paid a premium." [Coleman](#), 517 So. 2d at 690; see also [Collins v. Gov't Emps. Ins. Co.](#), 922 So. 2d 353, 355 (Fla. 3d DCA 2006) ("[S]tacked uninsured coverage enables the insured to stack the coverage for one owned automobile onto the coverage of another owned automobile."). If it were otherwise, an insured would gain nothing by purchasing multiple insurance policies with "stacked" UM coverage. See [United Servs. Auto. Ass'n v. Roth](#), 744 So. 2d 1227, 1229 (Fla. 4th DCA 1999) ("Stacking is a judicial creation, based on the common sense notion that an insured should be entitled to get what is paid for.").

By contrast, **HN7** "non-stacked" UM coverage applies in a narrower set of circumstances. In exchange for a less expensive premium, "non-stacked" UM coverage "only provides coverage for the vehicle on which the UM premium was paid." [Swan](#), 60 So. 3d at 518; [Fla. Stat. § 627.727\(9\)\(e\)](#) (requiring that "non-stacked" UM coverage premiums be discounted by at least 20 percent). As a result, the policy limits of "non-stacked" UM coverage generally do **[6]** not "stack" or aggregate because "non-stacked" UM coverage does not apply "whenever or wherever" the insured is injured by an uninsured motorist. See [Swan](#), 60 So. 3d at 518. Rather, "non-stacked" UM coverage only protects the insured when he or she is injured while driving the covered vehicle. See [id.](#); [Fla. Stat. 627.727\(9\)\(b\)](#) ("If at the time of the accident, the injured person is occupying a motor vehicle the uninsured motorist coverage available to her or him is the coverage available as to that motor vehicle.").

B.

With these principles in mind, we agree with the District Court that the Manfredis are not entitled to any additional UM benefits under their Ford Expedition policy. When purchasing their automobile insurance, the Manfredis expressly chose to have "non-stacked" UM coverage on their Expedition in exchange for a reduced premium. As a result, State Farm only had an obligation to provide UM benefits under the Expedition policy if the Manfredis were injured while driving the Expedition. See Swan, 60 So. 3d at 518 (HNS) "[U]nlike stacked coverage, non-stacked UM coverage does not provide coverage for every vehicle that the insured owns—it only provides coverage for the vehicle on [7] which the UM premium was paid." Because Mr. Manfredi was not injured while driving the Expedition, State Farm owes no UM benefits under that policy.

The Manfredis respond that they are entitled to "stack" the UM coverage from the Expedition policy here because they paid for "stacked" UM coverage on their F-150 policy. The problem with this argument, however, is that it misunderstands how and why "stacking" occurs. As Florida courts have explained, HN9 "stacking" occurs when an insured has purchased multiple insurance policies that independently provide overlapping UM coverage over a particular accident. See Coleman, 517 So. 2d at 689. Here, the Manfredis purchased only one insurance policy that applies. The F-150 policy applied because "stacked" UM coverage applies "whenever or wherever" the insured is injured by an uninsured motorist. See Mullis, 252 So. 2d at 238. The Expedition policy, however, does not apply because "non-stacked" UM coverage only applies when the insured is injured while driving the covered vehicle, and Mr. Manfredi was not injured while driving his Ford Expedition. See Swan, 60 So. 3d at 518. Therefore, the District Court was correct to find that the Manfredis were [8] not entitled to any UM benefits under the Ford Expedition policy, even though the F-150 policy provided "stacked" UM benefits. See Brannan v. GEICO Indem. Co., 2013 U.S. Dist. LEXIS 150116, 2013 WL 5676587, at *6 (N.D. Fla. Oct. 18, 2013) (finding that "non-stacked" UM coverage for an insured's automobiles did not "stack" despite the fact that the insured had "stacked" UM coverage for the motorcycle involved in the accident).

III.

For these reasons, the District Court's grant of summary judgment to State Farm is **AFFIRMED**.

Footnote *

Honorable [Mark E. Fuller](#), United States District Judge for the Middle District of Alabama, sitting by designation.

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