

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

METROPOLITAN PROPERTY &
CASUALTY INSURANCE CO.,

Plaintiff,

V.

DENISE D. WOOD, ET AL.,

Defendants.

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CASE NO. 3:04CV00307 (RNC)

RULING AND ORDER

Metropolitan Property & Casualty Insurance Company brings this diversity action seeking a declaratory judgment that an automobile liability insurance policy it issued to Alan and Pamela Faircloth (the Faircloths) does not provide coverage for claims pending against them in state court. Metropolitan has filed a motion for summary judgment. None of the defendants has filed a response. The motion is granted, in the absence of opposition, for good cause shown.

In January 2003, the Faircloths' twenty-year old son Christopher was driving a 1986 Monte Carlo when it struck a pedestrian, Joshua Lee Wood, causing fatal injuries. Wood's widow Denise, acting as administratrix of his estate, has filed an action against the Faircloths and Christopher in Connecticut Superior Court. The complaint alleges that the Faircloths were the owners of the Monte Carlo and that Christopher was driving it

with their permission.

At the time of the accident, the Faircloths were the named insureds under an automobile liability insurance policy issued by Metropolitan. The policy listed two cars owned by them but not the Monte Carlo involved in the accident. Coverage for that car had been purchased by Christopher, apparently from another insurance company.

Metropolitan's policy provides coverage for claims arising from the insureds' ownership, maintenance, or use of a "covered automobile," that is, "an automobile owned by [the insured] . . . which is described in the Declarations, and for which a specific premium is charged." Coverage is also provided for claims arising from the named insureds' use of a "non-owned automobile."

Metropolitan contends that the policy does not provide coverage to the Faircloths for the claims in the underlying action because the 1986 Monte Carlo cannot be considered either a "covered automobile" or a "non-owned automobile" within the meaning of the policy. I agree. The Monte Carlo is not a "covered automobile" under the policy because the complaint in the underlying action specifically alleges that it was owned by Alan and Pamela Faircloth (as indeed it was), and it is not described in the declarations section of the policy. It is not a "non-owned automobile" under the policy because the Faircloths owned it and, in any event, neither of them was using it at the pertinent time.

Accordingly, plaintiff's motion for summary judgment is hereby granted. A judgment will enter declaring that the policy does not require Metropolitan to defend or indemnify the Faircloths in the underlying action.

So ordered.

Dated at Hartford, Connecticut this 28th day of December 2004.

Robert N. Chatigny
United States District Judge