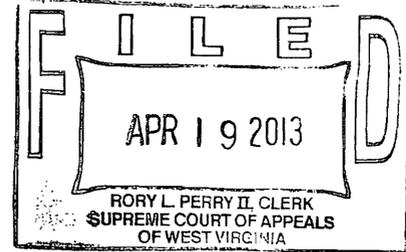


**IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA**

Docket No. 12-1500



UNITED SERVICES AUTOMOBILE ASSOCIATION,  
DEFENDANT BELOW,  
PETITIONER,

v.

KIMBERLY LUCAS,  
PLAINTIFF BELOW,  
RESPONDENT.

**BRIEF OF RESPONDENT KIMBERLY LUCAS**

SUBMITTED BY:

NEIL R. BOUCHILLON (SB # 6407)  
AMY C. CROSSAN, (SB# 7150)  
**BOUCHILLON, CROSSAN &  
COLBURN, L.C.**  
731 FIFTH AVENUE  
HUNTINGTON, WV 25701  
304-523-8451  
304-523-0567 facsimile  
[acrossan@bouchillon-crossanlaw.com](mailto:acrossan@bouchillon-crossanlaw.com)  
[nbouchillon@bouchillon-crossanlaw.com](mailto:nbouchillon@bouchillon-crossanlaw.com)

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## **ASSIGNMENT OF ERROR**

The circuit court did not err in interpreting West Virginia Code §33-6-36, in the event of a divorce, to require USAA to offer to the named insured's spouse his own motor vehicle liability insurance policy when the named insured had been covered under the policy for a period of two years, but the named insured's spouse had not been covered under the policy for a period of two years.

## **STATEMENT OF THE CASE**

### **A. Procedural History**

This case arises out of an automobile accident that occurred on October 23, 2007. On that date, Mrs. Lucas was operating her Chevrolet GMC Jimmy on U.S. Route 10 in the Salt Rock area of Cabell County, West Virginia. Coming in the opposite direction was a Chevrolet Silverado driven by Mr. McComas. The cars collided head-on. According to the accident report, Mr. McComas lost control and hydroplaned into Mrs. Lucas' vehicle. (See, Petitioner's Appendix 2, pg. 536). The Silverado was owned and insured by Francis McComas, Jr.'s parents. (See, Petitioner's Appendix 2, 593). Mrs. Lucas suffered multiple injuries. Francis McComas, Jr. did not survive. (See Petitioner's Appendix 2, pg. 593).

On June 13, 2008, the Respondent, Kimberly Lucas, (hereinafter "Mrs. Lucas") filed a Complaint in the Circuit Court of Cabell County. The Complaint alleged a negligence cause of action against Francis McComas, Jr. (hereinafter, "Mr. McComas") for his negligence in the automobile accident. That Complaint named the Sheriff of Cabell County as he was the Administrator of the Estate of Francis McComas, Jr. The claims against the Administrator were resolved. (See, Petitioner's Appendix 2, pg. 591).

The Administrator was not dismissed and the case remained on the docket of the circuit court to permit Mrs. Lucas to add other parties as she deemed necessary, including insurance companies for coverage issues.

On the 23<sup>rd</sup> day of July 2009, Mrs. Lucas filed a Motion to Amend her Complaint so that she could state a cause of action against United Services Automobile Association (hereinafter "USAA"). (See, Petitioner's Appendix 2, pg. 591). On the 22<sup>nd</sup> day of October 2009, Mrs. Lucas filed her Amended Complaint for Declaratory Judgment (hereinafter "Amended Complaint"). (See, Petitioner's Appendix 1, pg. 3). In her Amended Complaint, Mrs. Lucas sought a declaration that USAA was obligated to provide liability insurance coverage to its former insured, Francis McComas, Jr., for the October 23, 2007 accident. Mrs. Lucas alleged that USAA cancelled Mr. McComas from his wife's policy and did not offer him continuation coverage in violation of West Virginia Code §33-6-36. (See, Petitioner's Appendix 1, pgs.6-7). USAA filed an answer to the Amended Complaint. (See Petitioner's Appendix 1, pgs. 9-12). The parties exchanged discovery. (See, Petitioner's Appendix 2, pg. 590).

USAA filed a *Motion for Summary Judgment*, seeking a determination that it was not obligated to provide coverage to Mr. McComas for the accident. Mrs. Lucas filed her response thereto, seeking a determination that USAA had not complied with West Virginia Code §33-6-36, and, thus, was obligated to provide coverage for the accident. (See, Petitioner's Appendix 2, pg. 591). By Order entered on the 2<sup>nd</sup> day of November, 2012, the Court denied USAA's Motion for Summary Judgment and granted Mrs. Lucas' Amended Complaint for Declaratory Judgment. (See, Petitioner's Appendix 2, pgs. 589-602). The Circuit Court's ruling obligated USAA to provide liability insurance

coverage for the October 23, 2007 accident. (See, Petitioner's Appendix 2, pgs. 600-601).

**B. Statement of Relevant Facts**

On February 18, 2006, Felicity Puckett, n/k/a McComas (hereinafter "Mrs. McComas") married Francis McComas, Jr. Mr. and Mrs. McComas lived together during their marriage in Lincoln County, West Virginia. (See, Petitioner's Appendix 2, pg. 592). On October 16, 2007, the McComas' were divorced by the Lincoln County, West Virginia Family Court. (See, Petitioner's Appendix 2, pg. 593).

Prior to the date of the McComas' marriage, Mrs. McComas had been insured on an automobile insurance policy with USAA, policy number 01427 95 91U 7104 3 (hereinafter "the policy"). *Id.* On March 1, 2006, Mr. McComas was added to his wife's policy. At the time that Mr. McComas was added to the policy, the policy covered only one vehicle, a 2004 Chevy Colorado. (See, Petitioner's Appendix 1, pg. 101). When Mr. McComas was added to the policy, two more vehicles were also added, a 1996 Ford Explorer and a 1991 Chevy S-10. (See, Petitioner's Appendix 1, pg. 139). The Declarations page was amended to reflect the addition of Mr. McComas for the policy period of March 2, 2006 to July 30, 2006. (See, Petitioner's Appendix 1, pg. 139). The policy was renewed for the six month policy periods of 1) July 30, 2006 to January 30, 2007; 2) January 30, 2007 to July 30, 2007; and 3) July 30, 2007 to January 30, 2008. (See, Petitioner's Appendix 1, pg. 158, 231, 279). On each of these renewals, Mr. and Mrs. McComas are both named and listed as "operators" on the Declarations page, and received Certificates of Insurance with their name on each for each vehicle. Even when vehicles changed after this, both remained on the policy and the Certificates of

Insurance. The Certificates of Insurance listed the address for Mr. and Mrs. McComas as being RR 1, Box 438, West Hamlin, WV 25571-9747. *Id.*

On May 7, 2007, Mr. and Mrs. McComas separated. (See, Petitioner's Appendix 2, pg. 592). On August 17, 2007, Mrs. McComas contacted USAA by telephone and advised that she and Mr. McComas had separated, and requested that Mr. McComas be removed from the policy. (See, Petitioner's Appendix 2, pgs. 363). The telephone log prepared by USAA reflects that it was aware that a divorce was pending. (See, Petitioner's Appendix 2, pgs. 363). The question "*has spouse obtained other insurance*" on the telephone log is blank. (See, Petitioner's Appendix 2, pgs. 363). The telephone log reflects that Mrs. McComas gave USAA an address for Mr. McComas of "P.O. Box 224, Faltrock (*sic*) WV 25559". (See, Petitioner's Appendix 2, pg. 364). USAA removed Mr. McComas from the policy effective that day, August 17, 2007. (See, Petitioner's Appendix 1, 325). USAA did not send to Mrs. McComas any forms or documents to sign to acknowledge her request to remove Mr. McComas from the policy. (See, Petitioner's Appendix 2, pg. 555).

On August 17, 2007 USAA sent to Mr. McComas, at RR 1, Box 438, West Hamlin, West Virginia 25571-9747, a document titled "*Automobile Policy Packet*". (See, Petitioner's Appendix 2, pgs. 473). The packet included a Declarations page that provided coverage for Mr. McComas from August 18, 2007 to February 18, 2008. (See, Petitioner's Appendix 2, pgs. 475). The first page also stated "*(t)his is not a bill*". The coverage listed on the Declarations page was the same coverage that was already in place. (See, Petitioner's Appendix 2, pgs. 475).

Three days later, on August 20, 2007, USAA sent to Mr. McComas a letter, again mailed to the address of RR 1, Box 438, West Hamlin, West Virginia 25571-9747. (See, Petitioner's Appendix 2, pgs. 469, 555). In the reference line, it stated "*(c)overage related to change in marital status*". (See, Petitioner's Appendix 2, pg. 469). This letter acknowledged Mr. McComas' separation from Mrs. McComas, that USAA was ". . . *dedicated to ensuring a smooth transition of your insurance policy*", and gave the name and telephone number of the USAA agent who was to be his point of contact. (See, Petitioner's Appendix 2, pg. 469).

On August 30, 2007, USAA sent correspondence to Mr. McComas, again to the West Hamlin address. (See, Petitioner's Appendix 2, pg. 470). The first page was titled "*Automobile Policy Packet*", and stated that he should refer to his Declarations page and endorsements to verify that his coverage, limits, and deductibles were correct. (See, Petitioner's Appendix 2, pg. 470). The letter also stated that "*(t)his is not a bill.*" The Declarations page stated that he had been canceled effective August 18, 2007. (See, Petitioner's Appendix 2, pgs. 472).

None of the correspondence to Mr. McComas advised him that he had the right to have his own policy. Neither letter included a notice in compliance with the form that is referred to as *Appendix A* of Title 114, Series 38 of the *West Virginia Code of State Regulations*. (See, Petitioner's Appendix 2, pg. 587).

## SUMMARY OF ARGUMENT

The Circuit Court correctly granted the Declaratory Judgment action of Mrs. Lucas against USAA. This case involves the interpretation of W.Va. Code §33-6-36. This statute is titled "*Continuation of coverage under automobile liability policy; selection of coverage; exclusions; notice.*" It sets forth the obligations of an insurance company in the event of death, legal separation or termination of a marital relationship. In such event, it provides the affected spouse the right to continue the insurance policy, and sets out the notice that the insurance company is to provide upon the qualifying event. The Insurance Commissioner enacted Legislative Rules that carried out the notice requirement.

The Statute requires that notice of continuation coverage be provided when the insurance policy has been in place for two years. USAA asserts that the statute requires that the person that is adversely affected had to have been on the policy for two years in order to be due notice and continuation coverage. This is an incorrect interpretation and reading of the statute. The notice provision is tied to the length of time that the policy has been in effect period. It does not mandate that a person must be on the policy for two years. Rather, if the policy has been in effect for two years, then any insured affected by a change in marital relationship is entitled to notice. Mr. McComas was not provided notice of his right to continued coverage with USAA. As USAA did not send the required notice, it is obligated to provide coverage for the October 17, 2007 automobile accident.

## **STATEMENT REGARDING ORAL ARGUMENT AND DECISION**

Because the issue presented, the notice required to a spouse under W.Va. Code §33-6-36, is one of first impression, oral argument under Rev. R.A.P. 20 is necessary. This case is not appropriate for a Rule 19 argument and disposition by memorandum decision as it does not involve settled law or any of the other factors.

### **ARGUMENT**

#### **I. Standard of Review**

This Declaratory Judgment action involves the question as to whether there was a proper offer of a continuation of an insurance policy. As firmly established in our case law, a circuit court's entry of summary judgment is reviewed *de novo*. *Painter v. Peavy*, 192 W.Va. 189, 451 S.E.2d 755 (1994). Interpreting a statute or an administrative rule or regulation presents a purely legal question subject to *de novo* review. *Hale v. West Virginia Office of Ins. Com'r*, 228 W.Va. 781, 724 S.E.2d 752, 755 (W.Va. 2012). Thus, the standard of review is *de novo*.

#### **II. W.Va. Code §33-6-36 Required Mr. McComas to Receive Notice of the Right to Continued Coverage.**

##### **A. The Plain Language of the Statute and Rules Ties Notice to the Length of the Policy.**

This issue arises because the parties interpret the notice requirements contained in West Virginia Code §33-6-36 differently. *West Virginia Code §33-6-36(a)* reads as follows:

§ 33-6-36. *Continuation of coverage under automobile liability policy; selection of coverage; exclusions; notice*

- (a) In the event of death, legal separation or termination of the marital relationship of the named insured, the named insured or spouse covered by a motor vehicle liability policy for a period of two or more

years shall, upon request of the named insured or spouse within thirty days of the expiration of said policy, be issued his or her own individual motor vehicle liability insurance policy providing the same coverage as the original policy through the same insurer, without any lapse in coverage: Provided, That any such named insured or spouse may elect to increase or decrease the amount of coverage in his or her respective policies without affecting any privilege provided by this section. Any named insured or spouse requesting an individual policy pursuant to this section shall be entitled to the continuation of all rights and privileges afforded by section one-a and section four of article six-a of this chapter which were accrued under the original policy: Provided, however, That this section shall not apply to any motor vehicle liability insurance policy canceled, nonrenewed or terminated pursuant to the provisions of section one or section four, article six-a of this chapter.

- (b) Insurers shall notify all named insureds at policy issuance or the first renewal after the effective date of this section and upon any change or termination of the policy for reasons other than those provided in sections one and four of article six-a of this chapter of the right of the named insured or spouse to continue coverage as provided by this section.
- (c) The commissioner shall promulgate rules in accordance with the provisions of chapter twenty-nine-a of this code regarding the form of such notice and procedures required by this section.

In accordance with sub-section (c), the Insurance Commissioner enacted rules that established the form of the notice and that governed the procedures required by the statute. The Rules are found in Title 114, Series 38 of the Code of State Regulations. The Rules comprise four (4) pages that carry out the intentions of the Statute. (See, Petitioner's Appendix 2, pg. 584-587). The Rules define a "named insured" as "any natural person who appears on the records of an insurer as an insured under a motor vehicle policy". 114 C.S.R. 38-3.2 (emphasis added). The Rules further provide that the insurance company must "provide to all named insureds a notice in the form of Appendix A to this rule." 114 C.S.R. 38-4.1.1. The notice is to be provided to the last

address appearing for the named insured in the records of the insurer. 114. C.S.R. 38-4.1.2. The Rules also mandate that “as to all policies which have been in existence for a continuous period of two full years the insurer must issue a separate policy to any named insured or spouse of a named insured” upon death, legal separation or termination of the marital relationship. 114 C.S.R. 38-5.1 (emphasis added). The Rules also set out in Appendix A the form that is to be used by the insurance company in providing notice. (See, Petitioner’s Appendix Vol. 2, p. 587).

USAA was obligated under the statute and the legislative rules to provide notice in the Form of Appendix A to Mr. McComas. USAA asserts that the notice requirement is limited to a person who has been on the policy for two years. This interpretation is in direct conflict with the plain reading of the code of state rules and the statute. Notice is triggered under this statute for all policies which have been in existence for a period of two years. It is undisputed that the USAA policy had been in existence in excess of two years. As the policy had been in existence for a period of more than two years, USAA was required to provide notice upon any triggering event. Subsection (a) of §33-6-36 likewise does not limit the notice requirement to a person that has been on the policy for two years. Rather, it reads “*the named insured or spouse covered by a motor vehicle liability policy for a period of two or more years*”. If either person, the named insured or the spouse, has been covered by a policy for two years, then the change in marital status triggers the notice obligation for continuation of coverage. Once a policy has been in effect for two years, then the notice requirements are operative.

The fact that notice is required for anyone once a policy has been in effect for two years is further evident in Section (b) of West Virginia Code § 33-6-36. This sub-

section requires insurers, upon a change or termination of the policy, to notify the named insured of the right of the named insured or spouse to continued coverage. The 'named insured' for this statute was defined by the Code of State Rules as "any natural person who appears on the records of an insurer as an insured under a motor vehicle policy". Mr. McComas was on the records of USAA as an insured, thus, he is a named insured. Under sub-section (b), he was entitled to notice of the right to continued coverage. This is the only interpretation that effectuates the intent of the statute. If Mrs. McComas is the named insured, and Mrs. McComas is the person who requested the change, and her rights under the policy are not being changed, then she would not need notice. Rather, the statute is intended to provide to any spouse notice of the right to continue coverage. The attendant advantage of this notice is that the spouse is alerted to the fact that they have been removed from an insurance policy.

By requiring that the person to whom notice is to be sent must have been on the policy for two years, USAA is creating a contingency that does not exist in the Statute or the Rules. The plain language of the statute is that the notice is tied to the length of the policy, and that the policy must be in place for two years. There is not a requirement that the affected spouse be on a policy for two years.

B. The Legislative Intent Is That Notice is Determined by the Length of the Policy.

The interpretation advanced by Mrs. Lucas is in accord with how this Court construes statutes. The primary object in construing a statute is to ascertain and give effect to the intent of the Legislature. *Osborne v. U.S.*, 211 W.Va. 667, 567 S.E.2d 677, 682 (W.Va. 2002). To determine this legislative intent, this Court will generally look to the precise language employed by the Legislature. *Id.* In ascertaining legislative intent,

effect must be given to each part of the statute and to the statute as a whole so as to accomplish the general purpose of the legislation. *Jones v. West Virginia State Bd. of Educ.*, 218 W.Va. 52, 622 S.E.2d 289, 299 (W.Va. 2005). It is a cardinal rule of construction governing the interpretation of statutes that the purpose for which a statute has been enacted may be resorted to by the courts in ascertaining the legislative intent. *State ex rel. Bibb v. Chambers*, 138 W.Va. 701, 77 S.E.2d 297 (1953). This Court has long held that in interpreting a statute:

“It should be so read and applied as to make it accord with the spirit, purposes and objects of the general system of law of which it is intended to form a part; it being presumed that the legislators who drafted and passed it were familiar with all existing law, applicable to the subject matter, whether constitutional, statutory or common, and intended the statute to harmonize completely with the same and aid in the effectuation of the general purpose and design thereof, if its terms are consistent therewith.”

*State v. Snyder*, 64 W.Va. 659, 63 S.E. 385 (1908). A statutory provision which is clear and unambiguous and plainly expresses the legislative intent will not be interpreted by the courts but will be given full force and effect. *State v. Jarvis*, 199 W.Va. 635, 487 S.E.2d 293 (1997)(citations omitted).

The notice requirement contained in §33-6-36 should be read and applied as to make it accord with the spirit, purposes and object of the statute. The Legislature plainly intended for a spouse to be provided notice of the right to continuation coverage upon death or the end of the marriage. The Legislature further plainly intended for the

Insurance Commissioner to promulgate rules and regulations to carry out the mandate of the notice requirement. The object of the statute is to ensure that a person who is on an insurance policy gets notice when the marital relationship is terminated by death, divorce or legal separation that they are entitled to insurance coverage. An attendant purpose and objective is likely that the affected spouse is aware of their removal from the policy. This would permit them to comply with the mandatory insurance laws and obtain replacement coverage. The purpose and goal is also likely for the protection of the public from unknowingly uninsured drivers. The purpose, spirit and goal of *West Virginia Code § 33-6-36* is to protect the adversely affected spouse and the public. The Rules enacted by the Insurance Commissioner sets forth the manner in which an insurance company must comply with the notice requirement.

114-38-5, titled *Mandatory Continuation of Coverage Upon Timely Request*, states that “as to **all policies which have been in existence for a continuous period of two full years** the insurer must issue a separate policy to any named insured or spouse of a named insured. . .” It is apparent that the notice requirement is tied to a policy being in existence for two years. USAA reaches the result it advances by limiting its analysis to subsection (a) of the statute. This is an incorrect interpretation in that, not only it is an incorrect reading of that section, it fails to consider the statute as whole, and the code of state rules. This interpretation is in conflict with the Legislative intent and the statute as a whole. If a policy has been in effect for two years, notice of continuation coverage is required.

The Circuit Court, in discussing legislative intent, stated “*The Court believes that the Legislature’s intent here was to ensure that a separated insured is not caught off*

*guard that his or her insurance coverage has been terminated. The Court believes the Commissioner's creation of the form Appendix A prevents this. Appendix A alarms a separate insured that his or her spouse has sought to terminate the marital insurance coverage. Appendix A gives the insured notice that he or she needs to effectuate, timely, a new or different policy. USAA failed to give the proper notice to Mr. McComas." (See, Petitioner's Appendix 2, pg. 600)(emphasis added).*

C. The Use of the Word "Or" Further Supports the Respondent's Interpretation.

The manner in which the term "or" is construed further supports Mrs. Lucas' position. The statute provides for notice when the named insured or spouse is covered by a motor vehicle liability policy for a period of two or more years. This Court has addressed the use of the term "or", stating: We have customarily stated that where the disjunctive "or" is used, it ordinarily connotes an alternative between the two clauses it connects. *Albrecht v. State*, 173 W.Va. 268, 271, 314 S.E.2d 859, 862 (1984)(citations omitted). It is the "duty of this Court to avoid whenever possible a construction of a statute which leads to absurd, inconsistent, unjust or unreasonable results." *Greg H., In re*, 208 W.Va. 756, 542 S.E.2d 919, 924 (W.Va. 2000).

The word "or" connotes an alternative between the two clauses it connects. The statute reads : "*In the event of death, legal separation or termination of the marital relationship of the named insured, the named insured or spouse covered by a motor vehicle liability policy for a period of two or more years shall . . .*" Thus, if either the named insured or the spouse have been covered by a policy for two years, notice of continuation coverage is required. Put simply, if anyone has been covered by a policy for two years, then notice is required.

D. Notice was Not Given to Mr. McComas.

Having determined that Mr. McComas is entitled to notice, it is clear that USAA did not comply with the Regulations which mandate that notice in the form of Appendix A must be sent. (See, Petitioner's Appendix 2, pg. 587). The Rule employs the term "must" in regards to the notice to be given. This Rule placed a mandatory duty on USAA to provide Mr. McComas a notice in the form of *Appendix A*.

USAA has not asserted that it did send notice, as it contends that it did not have to. USAA's actions in sending any correspondence to Mr. McComas conflicts with its position. If Mr. McComas was not entitled to have his own policy, then USAA should have simply removed him from the policy and done nothing else. Instead, it sent correspondence to him stating that his coverage was through February, 2008, and that it was dedicated to ensuring a smooth transition. This belies the position that Mr. McComas was not entitled to continued coverage.

The documents that were sent to Mr. McComas, while certainly not in the form of Appendix A, also could not be found to have complied with the notice requirements. First of all, USAA was required to send notice to the last address that appeared in the records of the insurer. The last address was the one provided by Mrs. McComas of P.O. Box 224, Faltrock, (*sic*) WV 25559. The correspondence by USAA was sent to Mrs. McComas' West Hamlin address. USAA's first correspondence dated August 17, 2007 was titled "*Automobile Policy Packet*". It actually included a Declarations page that provided coverage for Mr. McComas from August 18, 2007 to February 18, 2008. The first page also stated "(t)his is not a bill". It did not advise him that his coverage had been canceled or that he had the right to continued coverage. In fact, it did quite the

opposite, in that it provided the same coverage for Mr. McComas through February 18, 2008.

The second correspondence of August 20, 2007 likewise did not advise him of the right to continued coverage. This letter was three sentences. In the reference section, it read, "*Reference: Coverage related to change in marital status*". The body of the letter, in its entirety, it read:

*"We understand you and Felecity N. McComas are separated. We are dedicated to ensuring a smooth transition of your insurance policy. I will be your point of contact during this transition period. Please call me at (800) 531-8111, ext. 2-5384. You can also visit us online. Simply go to usaa.com and click Contact us."*

The letter does not comply with the required form found in Appendix A. It also does not tell him that his coverage was canceled. In fact, by telling him that USAA wants to ensure a smooth transition, it appears that he still has coverage, especially given the Declarations page three days earlier extending coverage to February of 2008.

USAA's next correspondence is dated August 30, 2007, twelve days post cancellation. The first page was titled "*Automobile Policy Packet*", and stated that he should refer to his declarations page and endorsements to verify that his coverage, limits, and deductibles were correct. The letter also stated that "(t)his is not a bill." The Declarations page stated that he had been canceled effective August 18, 2007. It, again, did not notify him of his rights to continuation coverage. The failure of USAA to comply with West Virginia Code and the Commissioners' Rules causes USAA to be obligated to provide coverage for this accident.

## **CONCLUSION**

The two year time period set out in West Virginia Code §33-6-36 is tied to *either* Ms. McComas or Mr. McComas. As Ms. McComas was an insured for two years, USAA had an obligation to offer a new policy, without lapse, to Mr. McComas. USAA had a mandatory duty under the law to send to Mr. McComas a notice in compliance with the form found in Appendix A. None of USAA's correspondence complied with that form. Furthermore, USAA sent everything to the wrong address.

USAA's cancellation of Mr. McComas from its policy did not comply with the terms of West Virginia Code §33-6-36 and the Code of State Rules. As such, USAA has duty to provide coverage for the October 23, 2007 accident. Your Respondent moves this Court to deny the Petitioner's Petition for appeal. The Circuit Court did not err in granting summary judgment to Mrs. Lucas. Hence, the Order should be upheld.

WHEREFORE, the Plaintiff prays this Court to deny USAA's Petition for Appeal.



NEIL R. BOUCHILLON, (SB# 6407)  
AMY C. CROSSAN, (SB# 7150)  
**BOUCHILLON, CROSSAN & COLBURN, L.C.**  
731 FIFTH AVENUE  
HUNTINGTON, WV 25701  
304-523-8451  
304-523-0567 facsimile  
[nbouchillon@bouchillon-crossanlaw.com](mailto:nbouchillon@bouchillon-crossanlaw.com)

## CERTIFICATE OF SERVICE

I, Neil R. Bouchillon, counsel for Kimberly Lucas, do hereby certify that on this 19<sup>th</sup> day of April, 2013, a true and accurate copies of the foregoing **BRIEF OF RESPONDENT, KIMBERLY LUCAS** was **HAND DELIVERED TO SUPREME COURT CLERK'S OFFICCE** and deposited in the U.S. Mail to counsel for all other parties to this appeal as follows:

Daniel J. Konrad, Esquire  
West Virginia Bar #2088  
Huddleston Bolen LLP  
Post Office Box 2185  
Huntington, WV 25722-2185  
(304) 529-6181  
Counsel for Defendant United Services  
Automobile Association



Neil R. Bouchillon