

**IN THE SUPREME COURT OF FLORIDA**

CASE NO. SC18-320

AMERICAN SOUTHERN HOME  
INSURANCE COMPANY,

L.T. Case Number: 5D17-326

Petitioner,

vs.

LOUIS PHILIP LENTINI, ETC.,

Respondent.

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PETITION FOR DISCRETIONARY REVIEW OF A DECISION OF THE  
DISTRICT COURT OF APPEAL OF FLORIDA, FIFTH DISTRICT

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**PETITIONER'S BRIEF ON JURISDICTION**

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## **JURISDICTIONAL STATEMENT**

This Court has jurisdiction because the Fifth District certified that its opinion conflicts with a Second District opinion on whether a collector-vehicle insurance policy requires an insurer to provide uninsured motorist coverage for accidents not involving the collector vehicle. *See* Art. V, § 3(b)(4), Fla. Const.; Fla. R. App. P. 9.030(a)(2)(A)(vi).

## **STATEMENT OF THE CASE AND FACTS**

In 2015, Michael Lentini died in a fatal accident while driving his motorcycle (A. 6).<sup>1</sup> Lentini held a collector-vehicle insurance policy with American Southern Home Insurance Company for his 1992 Corvette (A. 5). The policy included \$300,000 in uninsured motorist (UM) coverage (A. 5-6). His estate sought to collect the UM benefits under the collector vehicle policy (A. 6). When American Southern denied the claim, the estate sued (*id.*).

### **A. The Trial Court Proceedings and Ruling on Summary Judgment**

Both parties moved for summary judgment (A. 6). American Southern relied on *Martin v. St. Paul Fire & Insurance Co.*, 670 So. 2d 997, 998 (Fla. 2d DCA 1996), in which the Second District held that section 627.727 does “not require a specialty insurance policy covering only an antique automobile with restricted highway usage to provide [UM] coverage for accidents not involving the

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<sup>1</sup> The facts are taken solely from the Opinion, which is attached in the Appendix. “A. #” refers to the page number of the Appendix.

antique.” American Southern argued that based on *Martin*, it need not provide UM coverage because the accident did not involve the collector vehicle (*id.*).

American Southern also relied on the special nature of the collector policy and its specific language (A. 6). For example, the policy excluded UM coverage for bodily injury sustained “by an insured while occupying, or when struck by, any motor vehicle owned by that insured which is not insured for this coverage under this policy” (*id.*). American Southern also argued that: (1) the policy had a reduced premium because the coverage was limited; (2) only specific “collector” vehicles qualified for this type of coverage; (3) the coverage was limited to the use of that vehicle; and (4) the policy’s definition of “insured” specifically applied to Lentini while occupying the “covered vehicle” (A. 6-7). The trial court granted final summary judgment for American Southern (A. 7).

**B. The Fifth District Reverses and Certifies Conflict with *Martin***

The Fifth District reversed (A. 11) (the “Opinion”). The court held that Lentini selected stacked UM coverage under the collector vehicle policy, and that “[n]othing in section 627.727 excludes collector or antique vehicle insurance policies from its application. To the contrary, section 627.727 explicitly states that ‘no motor vehicle liability insurance policy . . . shall be delivered or issued for delivery in this state . . . unless uninsured motor vehicle coverage is provided therein’” (A. 10). The court also certified conflict with *Martin* (*id.*).

## **SUMMARY OF ARGUMENT**

The Fifth District correctly certified conflict with *Martin*. The two opinions conflict on whether a collector-vehicle insurance policy that restricts coverage must provide UM coverage for accidents not involving the collector vehicle. This Court should accept jurisdiction to resolve the conflict.

## **ARGUMENT**

### **I. THIS COURT HAS JURISDICTION BECAUSE THE OPINION CERTIFIED CONFLICT WITH *MARTIN* AND THE TWO OPINIONS DO IN FACT CONFLICT**

Both the Fifth District below and *Martin* analyzed section 627.727, Florida Statutes. That statute requires auto insurers providing bodily injury liability coverage to also provide uninsured motor vehicle coverage unless the insured rejects it in writing. In *Martin*, the Second District held that section 627.727 does not “require a specialty insurance policy covering only an antique automobile with restricted highway use to provide [UM] coverage for accidents not involving the antique.” 670 So. 2d at 998. The court found that “the legislature has never intended to mandate class I, family-style [UM] coverage in such a specialty policy” and that “such broad [UM] coverage has never been legislatively required for motorcycles or other specialty recreational vehicles.” *Id.* at 999, 1101.

The Opinion reached the opposite conclusion. Specifically, it held that “[n]othing in section 627.727 excludes collector or antique vehicle insurance policies from its application. To the contrary, section 627.727 explicitly states that

‘no motor vehicle liability insurance policy . . . shall be delivered or issued for delivery in this state . . . unless uninsured motor vehicle coverage is provided therein’” (A. 10). It certified conflict with *Martin* (A. 11).

The Opinion correctly certified conflict. The two opinions involve nearly identical facts. In both cases, the insured held an antique/collector automobile insurance policy with \$300,000 in UM coverage. A. 5; 670 So. 2d at 998. In both cases, the insured died in a fatal accident while in a vehicle that was *not* covered by the antique/collector policy. A. 6; 670 So. 2d at 998. In both cases, the policies contain reduced premiums and specific restrictions on UM coverage when the insured is involved in an accident in another vehicle. *Id.* And in both cases, the insured’s estate sought UM coverage. *Id.*

The Opinion and *Martin* reach opposite conclusions about whether a collector-vehicle insurance policy restricting coverage must provide UM coverage for accidents not involving the collector vehicle. The Second District concluded that section 627.727 does not “require a specialty insurance policy covering only an antique automobile with restricted highway usage to provide [UM] coverage for accidents not involving the antique.” *Martin*, 670 So. 2d at 998. In contrast, the Fifth District concluded that “nothing in section 627.727 excludes collector or antique vehicles insurance policies from its application” (A. 10).

Both opinions interpreted this Court’s opinion in *Mullis v. State Farm Mut. Auto Ins. Co.*, 252 So. 2d 229 (Fla. 1971), but their analyses led them to different conclusions. In *Mullis*, this Court held that UM coverage follows a class I insured. *Id.* at 237-38. *Martin* distinguished *Mullis* because it “analyzed a standard family automobile policy before the advent of no-fault insurance and during the period in which [UM] coverage was expressly tied to the financial responsibility statute.” 670 So. 2d at 1001. The court held that “Section 627.727 no longer mandates that the [UM] coverage provide a level of protection equivalent to the protection that would exist if the tortfeasor had a policy complying with financial responsibility.” *Id.* The Opinion, on the other hand, concludes that under *Mullis*, UM coverage follows the class I insured, not the vehicle (A. 11).

These opinions expressly conflict on the same question of law. *See Aravena v. Miami-Dade Cnty.*, 928 So. 2d 1163, 1166 (Fla. 2006) (finding that two decisions “are irreconcilable, which is one of the tests for conflict jurisdiction”).

## **II. THIS COURT SHOULD ACCEPT JURISDICTION TO RESOLVE THE CONFLICT AND MAINTAIN UNIFORMITY IN THE LAW**

The purpose of this Court’s conflict jurisdiction is to maintain uniformity in the law. *See Jones v. Fla. Ins. Guar. Ass’n*, 908 So. 2d 435, 447 (Fla. 2005) (explaining that resolution of the conflict between two districts court opinions “is necessary for purposes of uniformity of Florida law”). This Court should accept jurisdiction to resolve the conflict between the Opinion and *Martin*.



**CONCLUSION**

For the reasons stated above, this Court should accept jurisdiction.

Submitted on March 22, 2018:

By: /s/ Raoul G. Cantero

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**CERTIFICATE OF COMPLIANCE**

I certify that this brief complies with the requirements of Rule 9.210(a)(2)  
and is written in Times New Roman 14-point font.

By: /s/ Raoul G. Cantero

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**CERTIFICATE OF SERVICE**

I CERTIFY that this brief was filed with the Clerk of Court and served electronically via the Florida Courts E-Portal System to the following parties on this 22nd day of March 2018:

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