

IN THE SUPREME COURT OF THE STATE OF NEVADA

ANDY PEARSON AND LYNN
CAMPBELL,

Appellants,

vs.

USAA CASUALTY INSURANCE
COMPANY, A FLORIDA
CORPORATION,

Respondent.

No. 35218

FILED

NOV 09 2001

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY *J. Bloom*
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order granting summary judgment in a declaratory relief action concerning a dispute over insurance coverage.

Appellant Pearson contends that the district court erroneously granted USAA's motion for summary judgment because Nevada law permits stacking the UM/UIM coverage on the three additional vehicles covered under Pearson's policy. Although Pearson correctly states the law with regard to stacking coverage in Nevada, we conclude that his argument is inapplicable to this case.

A motion for summary judgment should only be granted in instances in which "no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law."¹ "A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party."²

"When reviewing a district court's order granting summary judgment, this court will determine 'whether the law has been correctly

¹Lee v. GNLV Corp. 117 Nev. ___, ___, 22 P.3d 209, 211 (2001); see also NRCP 56(c).

²Lee, 117 Nev. at ___, 22 P.3d at 211 (quoting Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441-42 (1993)).

perceived and applied by the district court.”³ Accordingly, this court’s review of a summary judgment determination is de novo.⁴

“In Nevada, the stated purpose of uninsured motorist coverage is to mitigate losses sustained by motorists and other insureds who, without fault, are involved in a collision with a driver who is inadequately insured or completely without insurance.”⁵ However, both our case law, and NRS 687B.145(2) – the statute outlining UM/UIM coverage – clearly state that UM/UIM coverage is intended to apply in accidents when multiple vehicles are involved.⁶

Here, only Pearson’s vehicle was involved in the accident, and thus only his liability coverage was triggered. Although Pearson could have stacked his UM/UIM coverage if other vehicles were involved, enabling him to increase his liability coverage without having ever paid for such coverage would be akin to this court rewriting the policy.⁷ This we refuse to do.

Further, we find no merit in Pearson’s argument that the policy language prohibiting UM payments in this instance is against public policy. It is true as a general proposition that “Nevada has a strong public policy interest in assuring that individuals who are injured in motor vehicle accidents have a source of indemnification.”⁸ Yet public policy does not mandate that injured individuals should be compensated despite their failure to procure adequate liability insurance.

³Id. (quoting Mullis v. Nevada National Bank, 98 Nev. 510, 512, 654 P.2d 533, 535 (1982)).

⁴See id. (citing Bulbman, Inc. v. Nevada Bell, 108 Nev. 105, 110, 825 P.2d 588, 591 (1992)).

⁵Kern v. Nevada Ins. Guaranty, 109 Nev. 752, 758, 856 P.2d 1390, 1394 (1993).

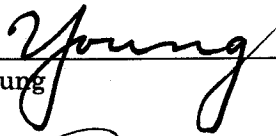
⁶“The language and purpose of [NRS 687B.145(2)] clearly contemplate the tortious involvement of a party and vehicle other than the insured and the insured’s vehicle.” Peterson v. Colonial Ins. Co., 100 Nev. 474, 476, 686 P.2d 239, 240 (1984) (emphasis added).

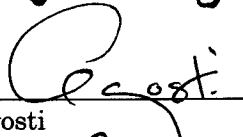
⁷See Baker v. Criterion Insurance, 107 Nev. 25, 27, 805 P.2d 599, 600 (1991).


⁸Hartz v. Mitchell, 107 Nev. 893, 896, 822 P.2d 667, 669 (1991).

Accordingly, we conclude that the district court correctly granted summary judgment. We, therefore,

ORDER the judgment of the district court AFFIRMED.


_____. J.
Young


_____. J.
Agosti


_____. J.
Leavitt

cc: Hon. Valorie Vega, District Judge
Paul W. Vanderwerken
Laxalt & Nomura
Clark County Clerk