

Used Cars

Can One Use Two Vehicles At The Same Time?

There are certainly many collectors who own more than one old car. Celebrities like Jay Leno and Reggie Jackson each own many classic and collectible cars. But have you ever heard of a collector using more than one old vehicle at the same time?

That was a key question presented in *Floyd v. Integon General Insurance Corp.*, decided on August 20, 2002 by the Court of Appeals of North Carolina.

According to the Court, Jerry McNeill was driving his 1977 GMC truck when it became disabled. He pushed the truck completely off the road and into a small ditch along the shoulder of the southbound lane. Early the next evening, McNeill and his wife returned with a 1973 Chevrolet. The McNeills attempted to tow the disabled GMC with the Chevrolet using a chain and steel pipe. In doing so, McNeill situated the Chevrolet across the southbound lane. He initially hooked the two vehicles together but the chain separated from the truck; he then attempted to back the Chevrolet closer to the truck to reattach it.

McNeill saw headlights approaching in the southbound lane. He exited the Chevrolet and walked with a flashlight toward the headlights to warn that the lane was blocked.

James Kenneth Floyd drove the approaching 1983 Pontiac, carrying his wife and son. Despite McNeill's attempts to alert the Floyds, the Pontiac collided with the Chevrolet, tragically killing Mr. Floyd and injuring the passengers.

At the time of the accident, both of the McNeill vehicles—the GMC and the Chevrolet—were specifically designated as insured vehicles under a motor vehicle liability policy issued by Integon to McNeill. The insurance policy provided for bodily injury liability up to \$25,000 per person and \$50,000 per accident. It further provided: "The limit of liability shown in the Declarations for each person for Bodily Injury Liability Coverage is our maximum limit of liability for all damages for bodily injury, including damages for care, loss of services or death, sustained by any one person in any one auto accident. . . . This is the most we will pay as a result of any one auto accident regardless of the number of: 1. Insured[s]; 2. Claims made; 3. Vehicles or premiums shown in the Declarations[;] or 4. Vehicles involved in the auto accident."

The surviving Floyds sued, contending that both the Chevrolet and the GMC truck were in "use" at the time of the accident. Thus, they requested that the trial court declare that the total coverage provided by Integon was \$50,000 per person and \$100,000 per accident, i.e., \$25,000 per person and \$50,000 per accident for each of the McNeills' two insured vehicles.

The parties stipulated (agreed) that the Floyds' Pontiac and

the McNeills' Chevrolet were the only vehicles involved in the collision; neither vehicle struck the GMC. They also stipulated that Mary McNeill neither drove nor parked the Chevrolet, nor was she involved in the attempts to link the truck to the Chevrolet.


The trial court ruled for the Floyds, agreeing that Integon's policy provided the requested total coverage of \$50,000 per person and \$100,000 per accident. Integon appealed.

The Court of Appeals affirmed the judgment in favor of the Floyds.

The Court first noted that the applicable statute, the North Carolina Financial Responsibility Act, "does not limit an insured's 'use' of insured motor vehicles to one at a time, and we decline to read such a restriction into the statute.

"The parties do not dispute that the accident arose out of Mr. McNeill's ownership, maintenance or use of the 1973 Chevrolet, leaving only the question whether the accident also arose out of his simultaneous 'use' of the GMC truck.

"[I]n the instant case we conclude that Mr. McNeill was using the GMC truck at the time of the accident; furthermore, there is a causal connection between his use of the truck and the accident giving rise to this action. The parties stipulated that Mr. McNeill's intention on the afternoon of 23 November 1996 was to tow the GMC truck home with the Chevrolet using a chain and steel pipe. Additionally, Mr. McNeill attached the two vehicles at some time prior to the accident, but the chain became unhooked from the GMC truck. Mr. McNeill was then attempting to re-attach the vehicles using the chain when the Floyds' car approached and the accident occurred. Under these circumstances and our courts' liberal construction of the term 'use,' we conclude as a matter of law that Mr. McNeill was using the GMC truck at the time of the accident even though the GMC was not struck nor was it being driven or otherwise operated at the time of the accident.

"Furthermore, we conclude as a matter of law that there was a causal connection between Mr. McNeill's use of the GMC truck and the accident, thereby giving rise to coverage under his motor vehicle liability policy issued by Integon. Mr. McNeill's Chevrolet would not have been parked across the southbound lane of traffic and would not have been struck had he not been attempting to attach and tow the disabled GMC truck." 

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