THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2024-000107

Jill S. Amoruso, ... Appellant,

v.

United Services Automobile Association d/b/a USAA..... Respondent.

RESPONDENT'S RETURN TO APPELLANT'S PETITION FOR REHEARING

No rehearing is necessary because both the Circuit Court's order and the Court of Appeals' opinion reached the correct conclusion – the plaintiff's horse trailer and camper, neither of which are self-propelled vehicles and neither of which have a motor – do not fall within the definition of "motor vehicle" in section 38-77-30 (9). Acceptance of the Appellant's argument will violate fundamental rules of statutory construction by removing the word "motor" from the term "motor vehicle." Furthermore, Acceptance of the Appellant's argument will lead to an absurd result by requiring liability and uninsured motorist (UM) coverage, and an offer of underinsured motorist (UIM) coverage, on vehicles immovable unless towed behind a motorized vehicle and which are often only periodically in use. In addition to leading to an absurd construction of the statute, acceptance of the Appellant's argument will radically transform this state's statutory system of automobile insurance. If such a radical transformation of this state's statutory system of

automobile insurance is to occur, it must occur through the legislature instead of being judicially imposed.

ARGUMENT

I. Appellant's Petition creates a strawman through misinterpretation of the Court's Opinion.

Appellant's Petition compounds her misreading of the statutory definition of "motor vehicle" with a misreading of the Court's Opinion. With respect to the former, she argues a non-energized stationary trailer without a motor is somehow a "motor vehicle." With respect to the latter, she interprets the Court's opinion as determining that a trailer *is* a motor vehicle, but only when attached to a self-propelled vehicle. She describes this misinterpretation as the "lynchpin" of the Court's opinion and builds her strawman from there. (Pet. p. 2-4).

But the Court's decision was not what Appellant claims. It held Appellant's camper and horse trailer were not motor vehicles under the statute. (Opinion, p. 2) ("[T]he horse trailer and camper do not constitute motor vehicles under the statute….") The phrase Appellant latches on to—that trailers "become a motor vehicle when attached to a self-propelled vehicle"—does not mean the Court held the trailers themselves were or became motor vehicles; instead, this phrase is consistent with the plain meaning of the statute and seven decades of case law that a motor vehicle includes a trailer designed for use with the motor vehicle when they are attached. S.C. Code § 38-77-30(9) ("'Motor vehicle' means every self-propelled vehicle which is designed for use upon a highway, including trailers and semitrailers designed for use with these vehicles").[1]

[1] Thus, an insurer cannot exclude coverage to a motor vehicle because a wreck was caused by its trailer—the trailer would be *included* as part of the motor vehicle and thus subject to liability coverage under section 38-77-140.

The legislature's drafting of section 38-77-30 (9) such that the definition of a motor vehicle includes its trailer is consistent with treatment of motor vehicles and their trailers as one unit by courts in 1953, 1991, and 2005, as well as by Judge McCoy, below. *Fruehauf Trailer Co. v. S.C. Elec. & Gas Co*., 223 S.C. 320, 75 S.E.2d 688, 689-90 (1953) ("The trailer and the truck-tractor are one unit. They are both part of one operation out of which the damages arose. … A trailer in and of itself does not have inherent dangerous properties since it is not self-propelled and can be operated only when attached to a motor vehicle, but when once attached it becomes a part of a power operated vehicle with dangerous potentialities.") *Id.* at 325, 75 S.E.2d at 690. (emphasis added); *North Carolina Farm Bureau Mut. Ins. Co. v. State Farm Mut. Auto. Ins. Co.*, 304 S.C. 110, 113, 403 S.E.2d 151, 153 (Ct. App. 1991) ("a truck and trailer are to be treated as a unit for the purposes of determining liability for the accident"); *Miller v. Aiken*, 364 S.C. 303, 309, 613 S.E.2d 364, 367 (2005) (treating "tractor-trailer" as one unit). *See also,* 60 C.J.S. Motor Vehicles, 1(a)) ("'*A trailer or a semi-trailer is a vehicle, but is not a motor vehicle*, except that in so far as it facilitates the primary function of a motor vehicle of transporting persons and things, *after being attached to the motor vehicle for that purpose, it may be regarded as becoming a part of the motor vehicle*, although as to the latter proposition there is also authority to the contrary.'" (as quoted by *Fruehauf Trailer*, at 326, 75 S.E. 2d at 690) (emphasis added).

Clearly, the Court's opinion did not mean that a trailer "becomes" a motor vehicle in and of itself, but rather that the motor vehicle (the automobile) includes the trailer once attached and the trailer "becomes" a part of the motor vehicle unit.

Additionally, Appellant's interpretation of the Court's opinion, such that a trailer could, itself, be a motor vehicle is at odds with the plain language of the statute and common sense. Since the advent of the automobile and through the present day it has been well understood that a motor

vehicle must be self-propelled; it must have a motor. “In 1905 the General Assembly, in providing for rules of the road, defined a motor vehicle as used in the Act, as all vehicles propelled by gasoline, explosive vapor, steam, electricity or other kindred power.” *Fruehauf Trailer*, at 324, 75 S.E. 2d at 689-90. *See also, Bolt v. Life & Cas. Ins. Co. of Tenn.*, 156 S.C. 117, 152 S.E. 766, 767 (1930) (“The term ‘motor-driven car’ is made up of two words, motor-driven and car. In Webster’s New International Dictionary, the meaning of ‘motor-driven’ is given as, ‘Driven or actuated by a motor.’”); *Gunn v. Burnette*, 236 S.C. 496, 498, 115 S.E.2d 171, 172 (1960); *White v. S.C. Dept. of Parks, Rec. and Tourism*, 271 S.C. 9, 94, 245 S.E.2d 125, 127 (Ct. App. 1978); *See, Jack’s Custom Cycles, Inc. v. S.C. Dep’t of Rev.*, 439 S.C. 35, 46, 885 S.E.2d 433, 439 (Ct. App. 2023) (defining "motor vehicle" as a vehicle which is self-propelled and a vehicle "operated by a power developed within itself…")(citing 60 C.J.S. *Motor Vehicles* § 1, 118-19 (2012)). Additionally, if there were any doubt, the last sentence of section 38-77-30(9) equates motor vehicle with the word automobile which is manifestly a *motor driven* car. S.C. Code § 38-77-30(9) (“For purposes of this chapter, the term automobile has the same meaning as motor vehicle.”); *Bolt v. Life & Cas. Ins. Co. of Tenn.*, 156 S.C. 117, 152 S.E. 766, 772 (1930) (“an automobile [] manifestly is a ‘motor-driven car…”).

II. It is the Appellant's position that would lead to an absurd result and result in an “unreasonable and unmanageable situation.”

Both the Circuit Court and the opinion of the Court of Appeals concluded acceptance of the Appellant's argument will lead to an absurd result by categorizing vehicles otherwise stationary and designed to be used behind self-propelled vehicles as separate motor vehicles requiring their own separate insurance. This principle of statutory construction is cited in the order of the Circuit Court, in the Respondent's final brief to the Court of Appeals and in the opinion of the Court of Appeals. (Resp. Final Br., p. 14)

Appellant further claims her misinterpretation of the Court's Opinion will create "an unreasonable and unmanageable situation where the trailers would have to be insured for liability at some points in time but not at others" and argues that her interpretation is not absurd because it would be useful if a stationary trailer "rolls down a hill" after being inadequately secured. (Pet. p. 3-4). First, many things—garbage cans, skateboards, barrels, tires, shopping carts, wagons, etc.—can roll down hills after being inadequately secured. But that does not mean the legislature sought to mandate separate automobile insurance coverage for these items.[2]

Additionally, Appellant's claim that affirming the Circuit Court would create an "unreasonable and unmanageable" situation is incorrect. The status quo, affirmed by the Circuit Court and this Court, has been in effect for many years. The subject policy, necessarily approved by the South Carolina Department of Insurance, covers trailers designed to be pulled by automobiles as included within the definition of "Your covered auto." (Resp. Final Brief, p. 7) But Appellant would interpret section 38-77-30(9) to require all persons owning non-motorized vehicles, many of which are in use only periodically (such as the Appellant's camper and horse trailer) to have separate and independent liability insurance, UM insurance and an offer of UIM coverage 365 days a year. While this requirement may constitute a boon to the insurance industry by collecting additional premiums on vehicles frequently not in use, the consuming public will be forced to pay for separate insurance on vehicles already insured when attached to a motor vehicle (under the motor vehicle's policy), but now subject to an additional separate and independent

[2] Plaintiff's interpretation is also contradicted by the Legislature's express "declaration of purpose" in Chapter 77, *Automobile* Insurance, which purpose was to "reform *automobile* insurance," to establish criteria for "*automobile* insurance risk" to ensure "entitle[ment] to *automobile* insurance," and to make benefits available "for *motor* vehicles registered in this State." S.C. Code 38-77-10 (1)-(4) (emphasis added).

policy. Any such radical revision of South Carolina's statutory system of automobile insurance must be done by the legislature instead of the judiciary. (Resp. Final Br., p. 15)

III. The Appellant's argument about the intent of the legislature in drafting section 38-77-30(9) while arguing the statute is unambiguous is inconsistent.

The Appellant's Final Brief and Petition argue the General Assembly's intent. (App.. Final Br., p. 9, 11; Pet. p. 4) The Appellant's petition for rehearing even posits certain scenarios where the General Assembly intended coverage. (Pet. p. 4) The Appellant even urges the court to consider the legislative history of Section 38-77-90 (9). (*Id.* p. 5) At the same time, however, Appellant references section 38-77-30 (9) as "unambiguous". (*Id.* p. 1)

This argument is inconsistent because unambiguous statutes are not "interpreted." Unambiguous statues are, instead, applied. Thus, the Appellant urges this court to interpret and consider legislative history of a statute the Appellant claims is unambiguous. Appellant even urges this court to liberally construe a statute the Appellant argues is unambiguous. (Pet. p. 3) Again, unambiguous statutes are not to be construed liberally and it is unnecessary and improper to resort to legislative history when considering an unambiguous statute. In any event, whether the statute is unambiguous or ambiguous, it should not be applied to reach an absurd result. The point of South Carolina's statutory system of automobile insurance is to apply to vehicles moving on roads – not to vehicles with no motor sitting in driveways or in fields.

CONCLUSION

A non-motorized vehicle is not a "motor vehicle" as defined in section 38-77-30 (9). This fact is supported by case law cited in the Respondent's final brief and acceptance of the Appellant's argument will radically transform this states' statutory system of automobile insurance and lead to the absurd result of requiring liability, UM coverage and an offer of UIM coverage on all non-motorized vehicles, many of which are frequently not even in use such as, for example, a horse

trailer or camper. The Circuit Court and the Court of Appeals reached the correct conclusion and the Appellant's petition for rehearing should be denied.

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PROOF OF SERVICE

I certify that I have served the **RESPONDENT'S RETURN TO APPELLANT'S PETITION FOR REHEARING** on Appellant by electronic service on July 30, 2025, as reflected on email attached hereto and as referenced below:

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Respectfully submitted,

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July 30, 2025

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From: Traci Corallo
Sent: Wednesday, July 30, 2025 10:50 AM
To: Bert Utsey
Cc: Robbie Whelan; Charles Norris
Subject: Amoruso v. State Farm - Appellate Case No. 2024-000107
Attachments: Amoruso - Respondent's Return to Appellant's Petition for Rehearing.pdf; Amoruso - Proof of Service.pdf

Attached please find the following documents for service upon you:

1. Respondent’s Return to Appellant’s Petition for Rehearing
2. Proof of Service

Thank you.

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