

THE STATE OF SOUTH CAROLINA
In The Supreme Court

ON WRIT OF CERTIORARI TO THE COURT OF APPEALS
APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2025-001717

RECEIVED

Jan 15 2026

S.C. SUPREME COURT

Jill S. Amoruso,Petitioner,

v.

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

BRIEF OF RESPONDENT

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QUESTIONS PRESENTED FOR REVIEW

1. Did the Court of Appeals correctly determine that S.C. Code Sections 38-77-140 and 160 did not require USAA to make a separate offer of UIM coverage for non-motorized trailers, over and above the coverage provided for Petitioner's four motor vehicles?

2. Did the Court of Appeals correctly reject Petitioner's construction of section 38-77-30(9), which would lead to an absurd result and invade the province of the General Assembly by a radical transformation of the system of automobile insurance in place for decades?

3. Should this Court reform coverage on the Petitioner's camper trailer and horse trailer to add liability insurance upon those vehicles, which Petitioner did not purchase, in amounts she did not request, when there is no statutory mechanism requiring Respondent to insure vehicles for liability coverage not requested by an insured, and then reform the coverages again to add UIM coverage in amounts up to the liability limits which did not exist for those trailers?

STATEMENT OF THE CASE

This lawsuit was filed August 18, 2022. The complaint alleged three causes of action—a claim for declaratory judgment and reformation, breach of contract, and breach of the covenant of good faith and fair dealing, respectively. The gist of the first cause of action for declaratory judgment was a request that USAA provide a total of \$600,000 additional UIM coverage on the Petitioner's horse trailer and camper. (Pet'r's Compl. ¶¶ 34-40; App. 20, 21). The second and third causes of action concerned issues separate from the first cause of action and those causes of action are not germane to the questions now before the Supreme Court. (App. 21-24)

This lawsuit arose out of an accident on January 7, 2017 when the Petitioner was in an accident with Kaira Miller. At the time of the accident, the Petitioner was driving a 2014 Nissan. The Nissan and three other motor vehicles (two Volkswagens and a Dodge) were insured with USAA. All four motor vehicles had UIM coverage in addition to statutorily mandated coverages.

Two additional, non-motor vehicles—the camper and horse trailer—were separately insured for property damage only. (App. 3,4; 93-97). Neither the camper nor the horse trailer had separate liability, UM or UIM coverage, nor did USAA offer separate UIM coverage on them. On neither the horse trailer nor the camper did the Petitioner pay a separate, additional premium for liability, UM, or UIM coverage. *Id.* It is undisputed neither the camper nor the horse trailer were self-propelled. Instead, they could only be towed behind a self-propelled, transporting vehicle. (App. 80). The record before the Court of Appeals included photographs of the horse trailer. (App. 83-87).

The Petitioner filed suit against Miller. That lawsuit was tried in February 2022. The jury returned a verdict of \$2,500,000 in favor of the Petitioner. The verdict was reduced to \$2,400,000 by applying an offset of \$100,000 in liability coverage paid by USAA which also insured Miller. USAA tendered to the Petitioner \$1,200,000 in UIM coverage which represented \$300,000 on each of the four insured motor vehicles. (Comp. ¶ 24-27; App. 19).

In January 2023, the Petitioner filed a motion for partial summary judgment on her first cause of action for declaratory judgment and reformation. (App. 33-34). The ground for this motion was that the horse trailer and camper were "motor vehicles" under section 38-77-30(9) of the South Carolina Code and, because USAA did not offer UIM coverage on the horse trailer or the camper, the USAA policy should be reformed to include UIM coverage on the camper and the horse trailer. *Id.*

On March 15, 2023, USAA filed a cross-motion for summary judgment. (App. 35-36). The basis for USAA's motion was the horse trailer and the camper were not self-propelled vehicles within the definition of section 38-77-30(9). Section 38-77-140 requires liability coverage on a "motor vehicle" and, because the horse trailer and camper did not fall within the definition of motor

vehicle under section 38-77-30(9), USAA was not required to offer UIM coverage on these vehicles. USAA submitted a memorandum in support of its motion for summary judgment which referenced the Petitioner's response to USAA's interrogatories (App. 80) and which included photographs of the horse trailer. (App. 83-87).

On July 13, 2023, Judge Jennifer B. McCoy heard the Petitioner and USAA's cross-motions for summary judgment. (App. 41-69). On November 30, 2023, Judge McCoy issued an order granting USAA's motion for summary judgment and denying the Petitioner's motion for summary judgment. (App. 3-7). On December 4, 2023, the Petitioner moved to alter or amend the judgment. (App. 135-37). On January 19, 2024, Judge McCoy issued a form 4 order denying the Petitioner's motion to reconsider the order granting USAA's motion for summary judgment. (App. 14-15). The Petitioner then filed an appeal to the Court of Appeals.

On June 11, 2025, the Court of Appeals issued an unpublished opinion confirming the order of Judge McCoy. The Petitioner then moved for rehearing. (App. 195-200). The Respondent submitted a brief in opposition to the petition for rehearing.¹ On August 8, 2025, the Court of Appeals denied the petition for rehearing. (App. 201). The Petitioner then filed a petition for writ of certiorari which this Court granted.

STANDARD OF REVIEW

The questions before this Court are pure questions of law this Court reviews *de novo*. The questions of law involve both issues of statutory interpretation and policy issues about whether granting the relief sought by the Petitioner will involve this Court in determinations of policy reserved for the General Assembly and thereby violate the separation of powers.

¹ This brief was not included in the Appendix.

INTRODUCTION

This appeal concerns competing constructions of the definition of “motor vehicle” in S.C. Code section 38-77-30(9). The first construction, recognized by both the Circuit Court and Court of Appeals, equates motor vehicles with automobiles, which requires motor vehicles to have a motor—a premise recognized in this state since 1905—and considers a trailer to be *part of a single unit* with a motor vehicle towing the trailer—a principle recognized in case law since 1953. *See Fruehauf Trailer Co. v. S.C. Elec. & Gas Co.*, 223 S.C. 320, 325, 75 S.E.2d 688, 690 (1953) (“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, and therefore subject to lien for damages for the negligent or willful operation of the power unit of which it has been made a part.”). This “single unit” construction is consistent with the status quo, as trailers are generally covered by the policy of the motor vehicle towing them. Indeed, in this case, the insurance purchased for each of the insured’s four motor vehicles also provides coverage for any trailer the insured owns.

The second construction, advanced by Petitioner, strips “motor vehicle” of its first word, such that non-self-propelled, stationary trailers, with no motor, somehow come within the definition of motor vehicles. This construction is irreconcilable with the final sentence of section 38-77-30(9), as demonstrated by the fact that Petitioner’s twenty-page brief omits it when quoting the statute and, in fact, never mentions it.² Further, this construction is unsupported by any case, and it is directly contrary to the cases treating an automobile and its trailer as a single unit. Petitioner admits her construction would require consumers to purchase separate and additional

² “For purposes of this chapter, the term automobile has the same meaning as motor vehicle.” S.C. Code Ann. § 38-77-30(9).

liability and UM coverage for each and every trailer they own, as well as receive quotes for UIM coverage on each and every trailer. Thus, consumers would be required to double-insure their trailers—once through their motor vehicle policy, and then a second time through a separate and additional coverage for the trailer itself. This vast and significant change to the status quo, if done at all, should be accomplished by the legislature, not the courts.

ARGUMENT

I. USAA was not required by S.C. Code Sections 38-77-140 and 160 to make a separate offer of underinsured motorist (UIM) coverage for non-motorized trailers over and above the coverage provided for Petitioner’s four motor vehicles.

A. South Carolina’s mandatory automobile insurance coverages are applicable to “each motor vehicle.”

S.C. Code sections 38-77-140 and 160 work in tandem with respect to the liability coverages required to be provided and UIM coverages required to be offered. Section 160 requires UIM offers “up to the limits of the insured liability coverage.”³ Thus, no UIM offer is required under section 160, unless liability coverage is also required under 140.⁴ Importantly, section 140 sets forth standard liability limits which must be provided “with respect to **each motor vehicle.**” (emphasis added).

³ These statutes also work hand in hand with the state’s Motor Vehicle Financial Responsibility Act, at S.C. Code § 56-9-10, *et seq.* The Motor Vehicle Financial Responsibility Act includes a definition of “Motor Vehicle” that is nearly identical to that contained at section 38-77-30(9). S.C. Code Ann. § 56-9-20(4).

⁴ Although Petitioner’s Complaint did not seek to reform the policy to include additional liability limits for her trailers, she recognizes that additional liability coverage would be necessary to support a duty to offer UIM as she argues the statute requires “liability coverage on trailers.” (Pet’r’s Br., p. 13, 18); *see also* Transcript of hearing on summary judgment, page 12 (“frankly, this policy should have also had liability coverage on these two trailers.”) (App. 52).

B. Motor vehicles are self-propelled vehicles designed for highways and are generally inclusive of and considered a “single unit” with their trailers.

Section 38-77-30(9), a strained reading of which serves as the backbone of Petitioner’s argument, provides an explanation of what is meant by “each motor vehicle” in section 140. Subsection 9 makes clear that a motor vehicle *includes* a trailer or semi-trailer in tow. S.C. Code Ann. § 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”). 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 140.

The parties agree the word "includes" is ordinarily a word of enlargement and not of limitation. *Baker v. Chavis*, 306 S.C. 203, 208-09, 410 S.E.2d 600, 603 (Ct. App. 1991) (citing *N.C. Turnpike Authority v. Pine Island, Inc.*, 265 N.C. 109, 143 S.E.2d 319 (1965)). Applying this definition to section 38-77-30(9), the only reasonable statutory construction is that a motor vehicle is inclusive of its "trailers and semitrailers" designed for use with that motor vehicle, and that separate insurance is not needed for each trailer under Chapter 77.⁵

Although it considered the subject in a different context, this Court has thoroughly analyzed and explained that trailers are to be considered as a *single unit* with the motor vehicles that tow them in a variety of contexts. In *Fruehauf Trailer Co. v. S.C. Elec. & Gas Co.*, the Court analyzed whether an injured party’s lien on a tortfeasor’s vehicle would extend to a trailer towed

⁵ Petitioner’s construction, discussed below, is the opposite: she argues motor vehicles *do not include* their trailers; rather, trailers are *separate* “motor vehicles” that are considered *separate* and apart from the motor vehicle towing them, and are therefore required to have *separate* liability, UM, and UIM insurance.

by that vehicle. 223 S.C. 320, 75 S.E.2d 688 (1953). The Court explained that a trailer posed no danger until it was towed behind and became an appendage of a motor vehicle: “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, and therefore subject to lien for damages for the negligent or wilful operation of the power unit of which it has been made a part.” *Id.* at 325, 75 S.E.2d at 690.⁶ As a result, “The trailer and the truck-tractor are one unit. They are both part of one operation out of which the damages arose.” *Id.* at 323, 75 S.E.2d at 689.

Along the same lines, the Court of Appeals referred to this same “unit rule” under which “a truck and trailer are to be treated as a unit for the purposes of determining liability for the accident,” though that rule was not relevant to the Court’s decision. *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). *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 Co.*, 223 S.C. at 326, 75 S.E.2d at 690) (emphasis added).

The legislature’s drafting of 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 a single unit by this Court and the Court of Appeals in 1953, 1991, and 2005, and it is consistent with common

⁶ This observation is equally applicable if the final phrase is substituted with “and therefore subject to the requirements of the Motor Vehicle Financial Responsibility Act.”

sense. As the Court explained in *Fruehauf Trailer Co.*, a trailer “is not self-propelled” and “does not have inherent dangerous properties” until it is “attached to a motor vehicle,” after which it becomes “one unit” that is “part of one operation out of which the damages” could arise. 223 S.C. at 325, 75 S.E.2d at 690. Because “once attached it becomes a part of a power operated vehicle with dangerous potentialities,” the legislature in section 38-77-30(9) prevented insurers from excluding liability caused by an attached trailer—the insured motor vehicle *includes* its trailer. *Id.*

This single-unit interpretation is also consistent with *Miller v. Aiken* which affirmed the proposition that “Section 38-77-160 requires an offer of optional UIM coverage ‘up to the limits of the liability coverage.’” 364 S.C. 303, 309, 613 S.E.2d 364, 367 (2005) (quoting S.C. Code Ann. § 38-77-160). Although the question of whether a trailer is a motor vehicle under Title 38 was not directly before the court, the vehicle involved in *Miller* was a “tractor-trailer.”⁷ A tractor-trailer consists of two parts, a tractor and a trailer. Consistent with the Court of Appeals’ interpretation of section 38-77-30(9), the Court in *Miller* treated that vehicle as a single unit—it did not separate them into two separate “motor vehicles” as Petitioner advocates is required by section 38-77-30(9). In fact, had Petitioner’s interpretation been correct, the plaintiff in *Miller* would have argued that not one but two UIM offers were required, as the tractor and trailer would be two separate “motor vehicles” under 38-77-30(9).

C. USAA’s policy complied with S.C. Code sections 38-77-140 and 160.

USAA provided automobile insurance coverage in at least the amounts required by section 160 for “each” of the “motor vehicles” owned by Petitioner—a 2013 Volkswagen, a 2015 Volkswagen, a 2016 Dodge, and a 2014 Nissan. (App. 93-97) Under section 38-77-30(9)’s

⁷ *Miller* would have been on all fours with this case had the plaintiff in *Miller* insured the tractor for liability and UIM coverage, and the insured claimed that a separate UIM offer was required for the trailer.

definition of motor vehicle, USAA could not exclude coverage for a trailer designed for use with these vehicles, as the trailer would be considered one unit with the motor vehicle. And USAA complied with the statute: its policy defines “Your covered auto” as including “any trailer you own.” (App. 106) (also defining trailer as a “vehicle designed to be pulled by a private passenger auto, pickup, van, or miscellaneous vehicle...”).

D. USAA has complied with the UIM offer requirements and paid Petitioner \$1,200,000 in UIM benefits on all *motorized* vehicles she owned and insured.

Petitioner cannot contest that USAA properly offered UIM coverage on all four of her motorized vehicles, and USAA has paid her all the \$1,200,000 in UIM coverage she chose to purchase.

II. The lower courts correctly rejected Petitioner’s construction of section 38-77-30(9).

Petitioner offers a construction that turns section 38-77-30(9) on its head: it excises one half of the phrase “motor vehicle”; it relies on a tortured reading that would produce absurd results; it is not supported by any case; and it would result in a radical transformation of the insurance industry.

A. Contrary to Petitioner’s interpretation, a motor vehicle requires a motor.

Petitioner’s construction of “motor vehicle” would contradict the term itself. One could only conclude that a non-self-propelled trailer is a “*motor* vehicle” by castrating the term’s first word—“motor.” At the risk of stating the obvious, a motor vehicle must have some type of motor. This common-sense observation is supported by common-law definitions of “motor vehicle.” The simple fact that a motor vehicle requires a motor has been stated in other contexts since the advent of the automobile. “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 Co.*, 223 S.C. 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 (1960) (“To ‘operate motor vehicle’ usually means ... that *power of motor* is applied to wheels to *move automobile* forward or backward.”) (emphasis added) (quoting *State v. Sullivan*, 82 A.2d 629 (M.E. 1951)); *White v. S.C. Dep’t. of Parks, Recreation and Tourism*, 271 S.C. 91, 94, 245 S.E.2d 125, 127 (Ct. App. 1978) (“a motor vehicle is defined as one which is operated by *a power developed within itself* and used for the purpose of carrying passengers or materials.”) (emphasis added) (quoting 60 C.J.S. *Motor Vehicles* § 1); *Jack’s Custom Cycles, Inc. v. S.C. Dep’t of Revenue*, 439 S.C. 35, 46, 885 S.E.2d 433, 439 (Ct. App. 2023) (also citing C.J.S. and defining “motor vehicle” as a vehicle which is self-propelled and operating by power developed within itself.).

Ironically, the Petitioner acknowledges that “no word, clause, sentence, provision or part shall be rendered surplusage or superfluous” in statutory construction. (Br. p. 18). Yet she would have this Court violate this maxim by ignoring one half of the two-word phrase at issue.

B. The last sentence of the subject definition contradicts Petitioner’s construction.

At page 6 of her brief, Petitioner block quotes the definition she construes, but omits its last sentence. This sentence contradicts her interpretation and reads: “For purposes of this chapter, the term automobile has the same meaning as motor vehicle.”⁸ An automobile is manifestly a

⁸ The full text of the subject section is as follows:

“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 but excepting traction

motor-driven car. See Bolt v. Life & Cas. Ins. Co. of Tenn., 156 S.C. 117, 152 S.E. 766, 772 (1930) (holding that an automobile is manifestly a motor-driven car). Its etymology is a combination of the words “auto” and “mobile,” and translates as “self-propelled.” Merriam-Webster’s online dictionary, Etymology, available at <https://www.merriam-webster.com/dictionary/automobile> (last checked January 2, 2026). Conversely, a trailer is, definitionally, nonautomotive; instead, it is something that is towed, or hauled behind, an automobile. *Merriam-Webster* (defining “trailer” as “a **nonautomotive** vehicle designed to be hauled by road.”) (<http://merriam-webster.com/dictionary/trailer> (last checked January 2, 2026) (emphasis added)).

Though Petitioner’s construction necessarily ignores 38-77-30(9)’s last sentence, “it is never to be supposed that a single word was inserted in the law of this state without the intention of thereby containing some meaning.” *Davenport v. City of Rock Hill*, 315 S.C. 114, 118, 432 S.E.2d 451, 453 (1993) (citing *Ravenel v. Dekle*, 265 S.C. 364, 218 S.E.2d 521 (1975)). The subject statute must be construed such that no “sentence, provision or part shall be rendered surplusage or superfluous.” *In the Matter of Decker*, 322 S.C. 215, 219 471 S.E.2d 462, 463 (1995) (quoting 82 C.J.S. *Statutes* § 346). The “single-unit” construction of 38-77-30(9) applied by the Circuit Court and the Court of Appeals is consistent with the section’s last sentence; Petitioner’s interpretation is not. An automobile is called an automobile whether or not a trailer is in tow; a trailer, however, would never be called an automobile, in any context. Thus, the legislature’s statement that motor vehicle “has the same meaning” as automobile “for purposes of this chapter” further supports the Circuit Court and Court of Appeals’ conclusions that a non-self-propelled trailer is not, in and of

engines, road rollers, farm trailers, tractor cranes, power shovels and well-drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated upon rails. Mopeds are considered to be motor vehicles for the purposes of uninsured motor vehicle insurance coverage and underinsured motor vehicle insurance coverage only. For purposes of this chapter, the term automobile has the same meaning as motor vehicle.”

itself, a motor vehicle (or automobile), but becomes part of a single unit when towed by a motor vehicle.⁹

C. Petitioner’s interpretation misstates the Circuit Court and Court of Appeals’ holdings to create conflicts that do not exist.

Petitioner twists the language of 38-77-30(9) in knots that are simply not present. This is well demonstrated by Petitioner’s repeated assertions that the statute is “unambiguous” (Pet’r’s Br. p. 6, 8, 10, 12), within an eleven-page attempt to explain her interpretation of a single sentence. (*Id.* p. 6-17).

Critically, Petitioner’s explication ignores the Circuit Court and Court of Appeals’ “single-unit” construction of the statute. Petitioner largely misconstrues the Court of Appeals’ decision as determining that a trailer *is* a motor vehicle, but only when attached to a self-propelled vehicle. She describes this interpretation as the “lynchpin” of the Court of Appeals’ decision and builds her strawman from there. (Pet’r’s Br. p. 7). Actually, the lower courts held Petitioner’s camper and horse trailer were *not* motor vehicles under the statute. (Op., p. 2) (“[T]he horse trailer and camper do not constitute motor vehicles under the statute....”). The phrase Petitioner 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 it is being towed. S.C. Code Ann. § 38-77-

⁹ Petitioner’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).

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”).¹⁰

Thus, the Petitioner’s odyssey through the rules of grammatical and statutory construction that this supposed conclusion violated are immaterial and based upon a faulty premise. The Petitioner incorrectly divides the statute into “three categories of vehicles”; actually, there are two: (1) self-propelled vehicles designed for highway use, including their trailers; and (2) a list of certain exceptions.¹¹ She suggests the Court of Appeals’ interpretation would have required the General Assembly to insert self-propelled immediately before the word trailers. (Pet’r’s Br. p. 11) (“In that case, the statute would have stated ‘every self-propelled vehicle which is designed for use upon a highway, including **self-propelled trailers** and semitrailers.’”) (emphasis added). But this makes no sense; a self-propelled trailer is an oxymoron. A trailer, by definition, is not self-propelled but is towed behind some self-propelled vehicle.

Petitioner also argues the Court of Appeals’ construction makes the phrase “designed for use with these vehicles” superfluous in the statute. (Pet’r’s Br. p. 13). Not so. In Chapter 77, the legislature declared certain “automobile insurance risk[s]” which should be written. S.C. Code Ann. § 38-77-140. These risks expressly excluded self-propelled vehicles which were not “designed for use upon a highway” and also excluded trailers which were not “designed for use with these vehicles.” S.C. Code Ann. § 38-77-30(9). As “Florida Man” memes well illustrate, the

¹⁰ 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.

¹¹ It is true the exceptions appear to fall outside the definition, as none of them are vehicles designed for highway use, and at least one, farm trailers, is not self-propelled. The fact the legislature may have, perhaps in an abundance of caution, due to political reasons, or due to changes in the statute over time, included exceptions which all fall outside of the subject definition, does not render the definition meaningless.

public can sometimes do unexpected things. To the extent that includes driving unusual conveyances not designed for highway use upon highways or, alternatively, towing unconventional trailers not designed for use with motor vehicles, they do not fall within the definition of 38-77-30(9).

Elsewhere, she suggests the Court of Appeals' interpretation would require the statute to include the modifier "when attached" adjacent to its mention of trailers or alternatively the qualification "when being used with." (Pet'r's Br. p. 8, 13). But this was not necessary. As this Court noted in *Fruehauf Trailer Co.*, a trailer "can be operated only when attached to a motor vehicle." 223 S.C. at 325, 75 S.E.2d at 690. Thus, the only way a trailer could be "use[d] with these vehicles" is for them to be towed by them. S.C. Code Ann. § 38-77-30(9). Later she takes a different position, suggesting the Court of Appeals' interpretation would only make sense if trailers were not mentioned at all in 38-77-30: "since trailers do not have motors" she argues, they do not belong in the definition of motor vehicles unless they are motor vehicles. (Pet'r's Br. p. 10-11). Again, this argument overlooks the "single-unit" construction, which makes perfect sense of the language Petitioner's brief struggles with.

Indeed, the various linguistic and logical gymnastics on display in Petitioner's brief can all be dispensed with by the single-unit construction.¹² Trailers are not motor vehicles. Trailers are not automobiles. However, when towed behind a motor vehicle, the trailers are included as part of the motor vehicle unit under 38-77-30(9).

¹² Petitioner provides the Court with an analogy of a definition of "domestic animals, including cats." A more apt analogy would be "domestic animals, including their leashes." The word "including" does not transform a leash into an animal.

D. Petitioner’s construction would lead to an absurd result, requiring the public to purchase liability and (UM) policies of insurance for trailers, and receive UIM offers for trailers; this sea change in insurance should be accomplished, if at all, by the legislature.

Statutes should not be construed to reach an absurd result. *Miller v. Lawrence Robinson Trucking*, 333 S.C. 576, 581-82, 510 S.E.2d 431, 434 (Ct. App. 1998) (quoting *S.C. Coastal Council v. S.C. State Ethics Comm’n*, 306 S.C. 41, 44, 410 S.E.2d 245, 247 (1991)). In other words, statutes should not be construed or applied in a manner which violates plain common sense. Words in a statute, no matter how artfully contrived or manipulated, cannot turn a motorless horse trailer or camper trailer into something it is not—an automobile.

Liability coverage, UM coverage, and an offer of UIM coverage are a package under this state's system of automobile insurance. Any holding that a trailer must itself have an offer of UIM coverage means these vehicles will also be required to have minimum liability and UM limits. And that is exactly the result proposed by the Petitioner—every non-motorized vehicle which is stationary except when towed behind a motorized vehicle with its own liability and UM coverage must have its own separate liability and UM coverage and offer of UIM coverage.¹³ Judicially requiring consumers to, in effect, pay for coverages on both motorized and non-motorized vehicles—in effect paying for double coverages on vehicles which are seldomly used—is unlikely to sit well with the consuming public.

It is common knowledge of which a court can take judicial notice that our interstates, state highways, and local roads (not to mention our driveways, back yards, and garages) are frequented

¹³ See also *Canal Ins. Co. v. Ins. Co. of N. Am.*, 315 S.C. 1, 4, 431 S.E. 2d 577, 579 (1993), which defined “use of a motor vehicle” is limited to transportation uses. This evinces a legislative purpose to require liability, UM, and an offer of UIM coverage on vehicles used as a means of transportation. The camper and horse trailer, while capable of being transported, are not themselves a means of transportation.

by trailers that can only be transported behind a motorized vehicle. “Courts will take judicial notice of subjects and facts of general knowledge.” *State v. Odom*, 412 S.C. 253, 267, 772 S.E.2d 149, 155 (2015) (citations and internal quotations omitted). The examples abound: college students towing moving trailers to campuses, landscapers towing riding lawn mowers and other equipment, boaters towing boats, pitmasters towing grills, outdoorsmen towing recreational vehicles, equestrians towing horse trailers, vacationers towing campers, and all sorts of general purpose and utility trailers. In all these instances, the motorized vehicle is required to have liability and UM coverage which *includes* trailers designed for use with these vehicles. Forcing insurers to sell, and insureds to purchase, separate liability and UM coverage and receive offers of UIM coverage on both motorized and on non-motorized vehicles will be illogical, unnecessary and a radical expansion of the system of automobile insurance regulated by chapter 77 of title 38.

The status quo—that trailers are covered by the automobile insurance of the automobile towing them, but do not require coverage when they are stationary—makes sense. Petitioner argues this is an “unreasonable and unmanageable situation where trailers would be insured for liability at some points in time but not at others.” (Pet’r’s Br. p. 13). But the times when they are required to be insured are the times when they need to be insured (when they are attached to motor vehicles and traveling on roadways), and the times when they do not require coverage (when they are stationary and cannot be towed) do not carry the same concerns.¹⁴

¹⁴ Petitioner warns of the danger to the public when a trailer (1) “negligently becomes unhitched from a towing vehicle” or (2) rolls down a hill after being parked and unhitched. However, policy language could provide coverage in the first instance, and in the second, trailers are not typically “parked” unhitched on public roadways. Regardless, while an unhitched trailer can theoretically cause damage in some circumstances (as can nearly any instrument), that does not mean the legislature intended they must carry liability and UM coverage at all times. For example, automobiles that no longer operate on the public roadways (such as a junk car) do not require liability coverage; however, they could just as easily roll down a hill while parked, or become unhitched from a trailer while being towed.

The effect or result of what the Petitioner proposes – a separate and additional offer of UIM coverage up to liability limits and mandatory separate and additional liability and UM coverage on virtually all trailers in this state–will radically expand and alter the system of automobile insurance in Chapter 77 of Title 38. Any such expansion of the statutory system of automobile insurance should be accomplished legislatively, not judicially. It is the legislature, not the courts, which makes policy determinations. *Planned Parenthood S. Atl. v. State*, 440 S.C. 465, 483, 892 S.E.2d 121, 131 (2023). Courts are not at liberty to add to statutory law or subtract from it. *Ballard v. Newberry Cnty.*, 432 S.C. 526, 532, 854 S.E.2d 848, 851 (Ct. App. 2021). If the definition in a statute is to be altered, it must be by the legislature. *See e.g., Franklin v. Maynard*, 356 S.C. 276, 279, 588 S.E.2d 604, 605 (2003).

III. Petitioner’s request that this Court reform the policy to add liability coverage and then add UIM coverage on two different trailers is unprecedented.

Section IV of Petitioner’s brief asks the Court for unprecedented relief: to effectively reform her Policy to add additional *liability coverage* on her two trailers and then subsequently reform the Policy to add additional UIM coverage for the two trailers in the amount of the liability coverage the Court adds. She cites no precedent or even persuasive authority that supports this compound maneuver. As Petitioner must concede, there is no method under the law to reform a policy to add UIM coverage on a vehicle where the policy does not provide liability coverage on that same vehicle. *See e.g., Progressive Direct Ins. Co. v. Reeves*, 427 S.C. 291, 295, 831 S.E.2d 422, 424 (2019) (noting rule for reformation of UIM results in “reform[ation], by operation of law to include UIM coverage **up to the limits of liability insurance** carried by the insured.”) (quoting *Butler v. Unisun Ins. Co.*, 323 S.C. 402, 405, 475 S.E.2d 758, 760 (1996)). Because there is no mechanism in the law to reform insurance coverage for a vehicle that does not carry liability insurance, Petitioner must argue USAA “should have” provided liability coverage for the trailers.

However, South Carolina does not require an insurer to provide liability coverage for each vehicle owned by an insured. In fact, an insurer normally has no method to determine what vehicles may or may not be owned or purchased by an insured until and unless the insured requests coverage for those vehicles. Our laws give insureds the freedom to insure any, all, or none of their vehicles with whatever insurer or insurers they choose. *See e.g., American Sec. Ins. Co. v. Howard*, 315 S.C. 47, 49, 431 S.E.2d 604, 606 (Ct. App.1993) (where wife's three cars were insured with South Carolina Insurance Company and husband's motorcycle was insured with American Security Insurance Company). Petitioner had the option to insure her trailers or vehicles with different insurance companies. There is simply no authority requiring an insurer to provide liability coverage for *all* an insured's vehicles; such a rule would impinge upon the freedom of contract.

Similarly, there is no rule requiring an insurer or an insured to insure all their vehicles with the same limit of liability. An insured is free to choose different liability limits and different premiums for different vehicles, provided they meet the minimum limits provided by S.C. Code § 38-77-140. *See e.g., S.C. Farm Bureau Mut. Ins. Co. v. Mooneyham*, 304 S.C. 442, 405 S.E.2d 396 (1991) (where plaintiff insured one vehicle with Farm Bureau for \$25,000/\$50,000/\$25,000 and two other vehicles for \$15,000/\$30,000/\$15,000 in UIM limits). For Petitioner to argue that her Policy should be reformed to add liability coverage for the trailers which she did not purchase, in amounts (\$300,000 each) which she did not request or pay for is without precedent. Were this Court to create such a precedent it would have far-reaching effects, requiring insurers to take steps to ensure they are aware of every motor vehicle owned by each of their insureds and requiring each insured to insure all their motor vehicles with the same insurance company. This would be cumbersome enough if limited to automobiles; that Petitioner would extend these new strictures

upon any and all trailers owned by each insured in the state further highlights the error in her construction of S.C. Code § 38-77-30(9).

CONCLUSION

What the Petitioner seeks by judicial decision is a transformation of a system of automobile insurance which has existed for decades. Characterizing non-motorized trailers which are not self-propelled vehicles as defined by section 38-77-30(9) as standalone motor vehicles would lead to a result so plainly absurd it could not possibly have been intended by the General Assembly. Words in a statute, no matter how artfully contrived or manipulated, cannot transform a motor-less horse trailer or a motor-less camper into something it is not—an automobile. Or, as Abraham Lincoln replied to the question of how many legs a dog has: it has four—calling a tail a leg does not make it a leg. Calling a horse trailer or camper trailer an automobile likewise does not make it an automobile. The decision of the Court of Appeals should be affirmed.

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