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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2010-CP-02-02665

Loretta Traynum and Leonard Traynum, ... Appellants,

v.

Cynthia Scavens and Progressive
Direct Insurance Co., ... Respondents.

BRIEF OF APPELLANTS

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STATEMENT OF ISSUE ON APPEAL

Whether the circuit court's holding that Progressive Insurance made a meaningful offer of Underinsured Motorist (UIM) coverage to Loretta Traynum through its website is erroneous because the website followed a confusing procedure that was not designed to actually inform Mrs. Traynum of Progressive's offer and because the finding of an effective offer violates both the letter and the spirit of the meaningful offer statutes.

STATEMENT OF THE CASE

This case is about a meaningful offer of UIM insurance coverage.

Cynthia Scavens rear-ended Loretta Traynum while Mrs. Traynum was stopped at a traffic light in November of 2007. The personal injury claim against Ms. Scavens was settled with a covenant not to execute after her insurance company paid out the limits of her policy.

In August of 2010, Mrs. Traynum and her husband filed this lawsuit. They named Ms. Scavens as a defendant, and they also sued their own insurance company, Progressive. The Traynums said that their damages exceeded the amount that they received on Ms. Scavens' behalf, and though the Traynums' policy did not include UIM coverage, the Traynums claimed that Progressive failed to offer Mrs. Traynum this coverage in a meaningful way when she purchased the policy in 2007. (R. pp.25-32) (the complaint).

Progressive answered and claimed that Mrs. Traynum rejected this coverage when she bought this policy over Progressive's website. Progressive alleged that it was entitled to a conclusive presumption of a meaningful offer because Mrs. Traynum agreed to sign all of her policy documents electronically and had electronically signed a UIM rejection form during her purchase. See (R. pp.33-38) (Progressive's Answer).

Both parties filed for summary judgment. The circuit court considered the motions in a hearing that was conducted on April 2, 2013. See (R. p.129) (the transcript).

The court initially issued an order that granted summary judgment to the Traynums. This order was signed on June 25, 2013, and filed three days later. The order reasoned that Progressive's website was not organized in a way that was reasonably calculated to bring the offer of UIM to Mrs. Traynum's attention. It explained that instead of being straightforward, Progressive's website created a "confusing environment" that exacerbated Mrs. Traynum's inexperience rather than alleviating it. Because Progressive had not effectively communicated its offer, the court reformed the Traynums' policy to include UIM coverage. See (R. pp.1-8) (the first summary judgment order).

Progressive filed a timely motion to reconsider, and the circuit court entertained this motion in a hearing that was conducted on August 26, 2013. See (R. p.172).

Two and a half months later, the court withdrew its first order and granted summary judgment to Progressive. This second order was signed October 31, 2013, and filed five days later. The second order reasoned that Progressive was entitled to a conclusive presumption of a meaningful offer because Mrs. Traynum had electronically signed a UIM rejection form. The court noted that an offer of UIM must be transmitted in a commercially reasonable manner, but the court stated that as long as the offer appeared on a written form that was not defective, the offer was commercially reasonable as a matter of law. See (R. pp.9-22) (the second summary judgment order).

The Traynums filed a timely motion to reconsider. See (R. pp.118-128). The circuit court summarily denied this motion on December 3, 2013. (R. p.23).

ARGUMENT

The circuit court held that Loretta Traynum received a meaningful offer of UIM coverage. This Court should reverse the circuit court's decision for two reasons.

First, there is no reasonable dispute that Progressive failed to inform Mrs. Traynum what UIM coverage provides and why she might want to add this coverage to her policy. This failure to communicate occurred because instead of emphasizing the relevant information, Progressive's website minimized the offer and made it likely that a layman would overlook it. No one suggests that this concealment was purposeful, but no one can deny that the website's design had this effect. Because Mrs. Traynum's transaction was preserved via a record-keeping software, we know that Mrs. Traynum never saw the offer of coverage. If Mrs. Traynum did not see the offer, the offer was not effective.

Second, while the circuit court reasoned that Progressive was entitled to a conclusive presumption of a meaningful offer, this Court should hold that this decision twists the relevant statute in a way that is contrary to its intent. The conclusive presumption statute required Mrs. Traynum to execute a five-page form, but executing this form would require Mrs. Traynum to examine the form's pages and sign it in three places. We know that Mrs. Traynum did not do this. The legislature cannot have intended this statute to apply in these circumstances. An offer form might be free from internal defects, but if that form is presented in a way that is confusing or misleading, the statute's purpose is thwarted rather than fulfilled. A signed form cannot provide a safe harbor if the facts show that the critical parts of the offer were never communicated to the customer. That is what happened here. This Court should accordingly reverse the decision below and reform the Traynum's policy.

I. Progressive's website followed a procedure that was not reasonably calculated to inform Mrs. Traynum what UIM coverage provides and why she might want to purchase it.

The first reason this Court should reverse is that Progressive's website followed a confusing procedure that was not reasonably designed to inform Mrs. Traynum what UIM coverage provides and why she might want to purchase it. The meaningful offer requirement exists to ensure that a customer will make an informed decision about whether to buy insurance coverage that is optional, but nevertheless important. With the utmost respect for Progressive, its website (as it existed in April of 2007) was not designed to work that way.

i. In order to be "meaningful," an offer must be reasonably designed to actually communicate the required information to the customer.

UIM coverage is defined by section 38-77-160 of the South Carolina Code. This statute mandates that a car insurance company offer UIM coverage to its customers.

As this Court is aware, the Supreme Court's decision in *State Farm Mutual Automobile Insurance Co. v. Wannamaker* construed this statute's language to impose a burden of communication on car insurance companies. The *Wannamaker* court observed that the statute "clear[ly]" gives the insurer the task of effectively transmitting an offer of UIM to the insured. The court stated its holding in compulsory terms; *Wannamaker* holds that the insurance company *must* give the insured adequate information in a manner that will allow the insured to make an intelligent decision about whether to accept or reject UIM coverage. 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987). The legislature changed the UIM statute's location in 1988, see Act. No. 155, 1987 S.C. Acts 385, 984-85, but there have not been any changes to the statute that affect the mandatory nature of this requirement.

One theme that has emerged post-*Wannamaker* is that in order for an insurance company to satisfy its burden, it must communicate in a way that is reasonably calculated to actually draw the customer's attention to the terms of the offer. *Dewart v. State Farm* appears to be the first case that involved this question. This Court decided *Dewart* the year after the Supreme Court decided *Wannamaker*. See *Dewart v. State Farm Mut. Auto. Ins. Co.*, 296 S.C. 150, 370 S.E.2d 915 (Ct. App. 1988).

The offer in *Dewart* was designed to occur during the insurance policy's renewal. The renewal packet that State Farm mailed Mrs. Dewart contained two documents; one was a renewal notice, the other was a separate insert. Although the renewal notice offered Mrs. Dewart the option to purchase UIM coverage, the notice did not explain what UIM coverage provided. To read an explanation of UIM, the customer had to read the separate insert.

This Court held that placing the required information in two documents without directing the customer to read them both was not reasonably calculated to draw the customer's attention to the material terms of the offer. Because State Farm "split[] the information into separate documents without alerting the insured," this Court said that State Farm conveyed the offer in a way that was more likely to keep Mrs. Dewart from finding the explanation rather than reading it. *Id.* at 155, 370 S.E.2d at 917-18.

This rationale has been ratified by the Supreme Court. The facts in *Lopez v. National General Insurance Co.* are virtually identical to those in *Dewart*, and the *Lopez* decision cites the *Dewart* decision with approval. See 308 S.C. 342, 417 S.E.2d 864 (1992). The rule of these cases seems plain. For an offer to be sufficient, an insurer must direct the customer's attention to the relevant information. An offer is not meaningful if it is disguised or hidden.

ii. Progressive followed a multi-step process that did not explain UIM until after the customer had already selected (or rejected) this coverage.

Mrs. Traynum purchased her insurance policy on April 20, 2007. She explained in her deposition that she began shopping for insurance after becoming dissatisfied with her previous insurance company. (R. p.248, l. 25-p.249, l. 14). Mrs. Traynum said that she picked Progressive because its quote was the lowest. *Id.* at 250, l. 3-p.252, l. 23.

Progressive uses technology that preserves frozen images of each screen that a customer views during a transaction that results in a purchase. There are 12 pages of these screens for Mrs. Traynum's transaction. These are located from page 52 to page 63 of the record. (Def's Mem. for Summ. J., Ex. B).

One of the first pages that Progressive's website presented to Mrs. Traynum was a page that allowed her to select the coverages for her policy. See (R. p.54). The available coverages are listed vertically on the left side of the page, and during a deposition, Progressive explained that the name of each coverage on this list was a hyperlink. According to Progressive, clicking on the name of a particular coverage would provide the customer with some sort of explanation of what that coverage provided. (R. pp.228-229).

We do not know how any of these explanations were worded. Mrs. Traynum did not click on any of these hyperlinks. (R. p.229-230). She said she did not see them. (R. p.253).

UIM coverage was involved at only one other point during this process. After Mrs. Traynum electronically signed her policy application, see (R. p.57), the website presented Mrs. Traynum with a five-page form that was titled as an offer of both Uninsured (UM) and UIM coverage. See (R. p.58). The only parts of the form that are immediately visible are

the title and first two paragraphs of the first page. This webpage also contained an electronic signature box and two sets of instructions. See (R. pp.64-68).

We know with reasonable certainty that Mrs. Traynum did not read this form. According to the "view time" that was recorded on Progressive's frozen image of this page, Mrs. Traynum viewed this page for only 25.5 seconds. (R. p.58).

iii. This process was *un*reasonable. Progressive split its offer of UIM from the explanation of the coverage and it hid the offer's details in a way that invited a customer to overlook them.

No one suggests that Progressive purposefully set out to conceal the relevant information. Nevertheless, it would seem that Progressive's process, as it existed in April of 2007, cannot possibly have been designed to emphasize the offer of UIM. If the website's true goal was to fulfill the requirement that customers are to know their options and make an informed decision, the website would have been structured differently.

Consider the hyperlinks that Progressive provided in the early stage of the transaction. These hyperlinks required the *customer* to seek out the explanation of UIM coverage.

This cannot be sufficient. By not affirmatively directing the customer's attention to the explanations of the available coverages, Progressive was acting the same way that the insurance companies acted in both *Dewart* and *Lopez*. The burden of communication is on Progressive. Progressive is supposed to build a process that will actually inform the customer about insurance coverage that is optional, but important. This means doing more than creating the opportunity for Mrs. Traynum to *seek* an explanation. Progressive had to use a process that was aimed at getting Mrs. Traynum to actually *read* the explanation.

Progressive will try to answer this argument by pointing to the offer form that it presented at a later stage of the process. Here again, there are parallels to the *Dewart* and *Lopez* decisions that this Court should view as instructive.

One of the themes from *Dewart* and *Lopez* is that hidden explanations are likely to be ignored. In justifying why a reasonable person might fail to read a UIM insert that was mailed in the same envelope with a renewal notice, the *Dewart* court wrote "[i]t is common knowledge that bills received in the mail are often accompanied by leaflets, brochures, booklets, or other insertions known as 'junk mail.'" 296 S.C. at 155, 370 S.E.2d at 917-18. In order for the insurance company to create a process that would reasonably direct the customer to read the relevant information, the *Dewart* court reasoned that the insurance company had to give the customer some direction. The company needed to tell the customer that the insert was *not* junk mail and that he or she needed to review it.

Progressive's process was defective in this same way. The instruction box at the top left of the page contained the following direction:

> Please read and **electronically sign** this document by entering your name in the form fields below and then clicking the **"Continue"** button.

(R. p.58) (emphasis in original). If the goal was to prompt Mrs. Traynum to actually read the offer form, the word "read" would be bolded. The instructions might also contain a warning that the form contains important information which the customer should review and understand. They might further advise that the form is not filled with useless boilerplate. Just as most people are accustomed to receiving junk mail, so too are most people are accustomed to contracts of adhesion that have non-negotiable terms.

Each user will be different, but it seems fair to say that most laymen would expect Progressive to emphasize the critical information and to downplay the trivial. This process did the opposite. These instructions downplayed the word "read" and emphasized the words "electronically sign" and "continue." For all that Mrs. Traynum knew, this was a standard form to move past, not an important form over which she should pause and deliberate. Deliberation cannot have been the goal. If it was, the instructions would be written that way.

The same is true of the other instruction boxes on this page.

Consider the instruction box at the top right. This box informs the customer that his or her state might require this form to be presented in a certain size font.

Here again, if the goal was to prompt the customer to pause and review the details of this document, one would expect the box to contain a statement that is more assertive. Rather than simply list that *some* states require insurance documents to be displayed a certain way, the box would contain an announcement that the form contains important information that the customer should *read* and make sure to *understand* before continuing.

Finally, consider the "electronic signature" box. As with the other instructions on this page, this box does not advise the customer that the form in question is important and that the customer should pause, read the form, and be sure that he or she understands it. This Court has generally required directions to be more decisive. In *Dewart*, State Farm's sample renewal form included a message that stated, in all capital letters, "SEE INSERT REGARDING UNDERINSURED MOTORIST COVERAGE." 296 S.C. at 154-55, 370 S.E.2d at 917. This blessing of affirmative direction is not an outlier. Written communications that have been deemed sufficient are generally more assertive. See *Burch*

v. S.C. Farm Bureau Mut. Ins. Co., 351 S.C. 342, 347, 569 S.E.2d 400, 403 (Ct. App. 2002) (noting that the cover letter explicitly directed the insured to read the enclosed information before filling out the offer form). Progressive never gave Mrs. Traynum affirmative directions to stop and read any explanation of UIM coverage. This process disguised the offer and coaxed Mrs. Traynum to move past the relevant information without reading it.

Just like *Dewart* and *Lopez*, Progressive followed a process that was more likely to keep Mrs. Traynum from finding the explanation rather than read it. This likelihood was realized; we know that Ms. Traynum did not read a five-page form in 25 seconds. The circuit court's original order was correct: this process was confusing, and it put the burden on Mrs. Traynum. See (R. p.8). This Court should accordingly hold that Progressive's offer of UIM coverage was *not* meaningful. A hidden offer is not an effective offer.

II. The circuit court's finding of a conclusive presumption is contrary to the purpose of the relevant statute and yields an absurd result.

The circuit court reasoned that Progressive was entitled to a conclusive presumption of a meaningful offer. This Court should hold that this reasoning twists the relevant statute in a way that is contrary to the statute's intent and yields an absurd result.

i. The conclusive presumption statute is designed to provide a record of a meaningful interaction between an insurance company and a customer.

There are two statutes that deal with a meaningful offer of UIM coverage.

The first is section 38-77-160. This is the current version of the definitional statute that the Supreme Court construed in *Wannamaker*. As this brief has described, this is the statute that requires an insurance company to make a meaningful offer of UIM coverage.

The second statute is section 38-77-350. The legislature enacted this statute roughly two years after the *Wannamaker* decision. See Act No. 148, 1989 S.C. Acts 461-62.

This statute requires the director of the department of insurance to approve a form that a car insurance company must use when it offers UIM coverage to a customer. This statute also contains a "conclusive presumption" provision. If the director-approved form is signed by the customer after it has been properly completed, there is a conclusive presumption that the insured has made a knowing and intelligent selection (or rejection) of coverage. See S.C. Code Ann. § 38-77-350(B) (Supp. 2013).

Both this Court and the Supreme Court have held that these two statutes compliment one another and have a shared purpose.

This Court's decision in *Osborne v. Allstate* appears to be the first case to articulate this reasoning. See *Osborne v. Allstate Ins. Co.*, 319 S.C. 479, 462 S.E.2d 291 (Ct. App. 1995). The trial court in *Osborne* held that Allstate's offer form was presumed to be adequate because it had been approved by the insurance commissioner, but this Court reversed the trial court's decision because the form did not comply with requirement that an insurance company offer UIM coverage in an amount that was below the minimum limits of the policy. See 319 S.C. at 488, 462 S.E.2d at 296.

The decision in *Floyd v. Nationwide* is the Supreme Court's most definitive pronouncement on this subject. *Floyd* observes that the purpose of the meaningful offer requirement is for an insured to know his or her options and to make an informed decision about the coverage that will suit his or her needs. Looking at the language of the conclusive presumption statute—at the time, the statute described places for "the insured to mark" and

for "the insured to select"—the court observed that this language signaled a recognition that requiring the customer to personally complete the offer form was likely to lead the customer to seek an explanation if he or she did not understand the coverage in question. See *Floyd v. Nationwide Mut. Ins. Co.*, 367 S.C. 253, 263, 626 S.E.2d 6, 12 (2005).

Both *Floyd* and *Osborne* would be decided differently today. Insurance companies are no longer required to offer UIM coverage below a policy's minimum limits. See Act. No. 154, 1997 S.C. Acts 950-51. Similarly, the conclusive presumption statute now provides that the conclusive presumption is available if the customer signs the form after it has been completed by an insurance producer or a representative of the insurance company. See § 38-77-350(B) (as modified by Act No. 395, 2006 S.C. Acts 3187). But the guiding principle of these decisions is still sound. The UIM statutes have a shared purpose. This purpose is that there be a meaningful interaction between an insurance company and a customer which satisfies the requirements that the Supreme Court articulated in *Wannamaker*.

ii. We know from the record that there was no meaningful interaction between Progressive and Mrs. Traynum regarding UIM coverage.

We know from the record in this case that there was no meaningful interaction between Progressive and Mrs. Traynum regarding an offer of UIM coverage. The first clue to this is in the frozen images from this transaction. We know that Mrs. Traynum never selected the hyperlink that would have allegedly offered *some* explanation (we do not know what) of UIM coverage, and we also know that Mrs. Traynum did not read the UIM offer form because she spent less than 30 seconds on the page. There was no meaningful dialogue here. This was a form that Mrs. Traynum electronically signed and moved past.

The second clue is in the circuit court's reasoning. The circuit court held that Progressive's offer was reasonable as a matter of law. The justification for this holding was that Progressive used a written offer form.

With the utmost respect for the circuit court, it ought to be obvious that this cannot be true. This categorical statement is a first-cousin of the categorical arguments that this Court rejected in *Osborne* and *Floyd*. The written form itself may be fine, but if the form is presented in a way that misrepresents its contents, that invites a signature without a review, or that is misleading in some other respect, the form would violate the holding of *Wannamaker* and it would fail to fulfill purpose of the UIM statutes. This statement is an *ipse dixit*; a finding that is being asserted as true but without any logical justification.

The final clue that there was no meaningful interaction on the subject of UIM coverage relates to Mrs. Traynum's signature on the form. The form itself is five pages long. See (R. pp.52-63). The first two pages explain UM and UIM coverage. The third page is an offer of UM coverage. The fourth page is an offer of UIM coverage, and the fifth page is an acknowledgment that the customer has either read the entire document or that someone else has read the document to her. Under normal circumstances, executing this document would require Mrs. Traynum to physically sign her name three times.

We know that this did not happen. Mrs. Traynum did not read this document, and no one else read the document to her. Mrs. Traynum "signed" the form *one* time, not three times, and the instructions asking for her electronic signature did not give her any indication of what the document contained. There was no actual exchange of the required information. When prompted for an electronic signature, Mrs. Traynum complied and hit "continue."

iii. As the Supreme Court has done previously, this Court should refuse to enforce the meaningful offer statutes in a way that is contrary to their shared intent.

On at least two previous occasions, the Supreme Court has refused to enforce the meaningful offer statutes in ways that are contrary to the statutes' intent. The cases on this topic are *Ray v. Austin* and *Grinnell Corporation v. Wood*; separate cases that reached the same result and were decided on the same day. See *Ray*, 388 S.C. 605, 698 S.E.2d 208 (2010); *Grinnell*, 389 S.C. 350, 698 S.E.2d 796 (2010).

When an offer is defective, the court generally reforms the policy as a matter of law. It is in this respect that *Ray* and *Grinnell* are noteworthy. Both cases involved offers that were defective, but in both cases, the Supreme Court *declined* any policy reformation.

The driving force behind these decisions was that despite the defective offers, the purpose of the UIM statute had been realized. The customers in *Ray* and *Grinnell* were sophisticated. Both cases involved corporations that had risk-management strategies of declining optional coverages. The decision-makers knew what UM and UIM provided, and the corporation was not going to accept any offer for these coverages, regardless of its terms. In both cases, the Supreme Court said that it would not apply the meaningful offer statutes in a way that yielded an absurd result. Though each offer had a technical defect, the Supreme Court held that it would not reform an insurance policy to include coverage that the customer admitted to understanding and refusing. See also *McDowell v. Travelers Prop. & Cas. Co.*, 357 S.C. 118, 590 S.E.2d 514 (Ct. App. 2003).

Mrs. Traynum's case should be governed by the same rule, but operating in the reverse. We know that *despite* the electronic execution of Progressive's offer form,

Progressive did not actually communicate a meaningful offer to Mrs. Traynum. Even though this form is signed, the relevant information was never exchanged. Consider a hypothetical where an insurance agent openly admits to having lied to the customer about what the written form provides but claims that the conclusive presumption should still apply because the customer signed the form. Applying a conclusive presumption would seem absurd. If the facts show that the offer is invalid under *Wannamaker*, no form should be able to save it.

CONCLUSION

Mrs. Traynum never received Progressive's offer because Progressive's offer was never affirmative. There was an opportunity—a chance for the offer to be communicated—but whether this opportunity was realized depended on the degree to which the customer was pro-active. This is not sufficient. The law required Progressive to actually communicate a meaningful offer to Mrs. Traynum, and we know that this did not happen. For these reasons, this Court should reverse the decision below and reform the Traynums' policy.

Respectfully submitted,

June 16, 2014

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PROOF OF SERVICE

The undersigned hereby certifies that on the date indicated below she served counsel for the Respondents with a copy of the *Brief of Appellant, Reply Brief and Certificate of Compliance* by mailing copies of the same by United States Mail with first class postage prepaid to the following address:

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June 17, 2014

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CERTIFICATE OF COMPLIANCE

Pursuant to Rule 211(a), SCACR, I certify that the *Brief of Appellant* and *Reply Brief* complies with the provisions of Rule 211(b), SCACR, and with the August 13, 2007, Supreme Court Order regarding personal data identifiers.

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