

SUPERIOR COURT
OF THE
STATE OF DELAWARE

E. SCOTT BRADLEY
JUDGE

1 The Circle, Suite 2
GEORGETOWN, DE 19947

January 20, 2017

Heather A. Long, Esquire
Kimmel, Carter, Roman, Peltz
& O'Neill
56 West Main Street, 4th Floor
P.O. Box 8149
Newark, DE 19714

Mary E. Sherlock, Esquire
Weber, Gallagher, Simpson
Stapleton, Fires & Newby, LLP
19 South State Street, Suite 100
Dover, DE 19901

Thomas P. Leff, Esquire
Casarino, Christman, Shalk
Ransom & Doss, P.A.
1007 N. Orange Street, Suite 1100
The Nemours Building
P.O. Box 1276
Wilmington, DE 19899

Louis J. Rizzo, Jr., Esquire
Reger, Rizzo & Darnell LLP
1523 Concord Pike, Suite 200
Brandywine Plaza East
Wilmington, DE 19803

Michael Lekites
3 Surf Avenue
Lewes, DE 19958

**RE: *Daniels v. Lekites and State Farm Insurance Company and
The Peninsula Insurance Company v. USAA Casualty
Insurance Company***
C.A. No: S15C-01-016 ESB

Dear Counsel and Mr. Lekites:

I have granted the Motions for Summary Judgment filed by Defendant/Third-Party Plaintiff The Peninsula Insurance Company and Defendant/Third-Party Plaintiff USAA Casualty Insurance Company because both the Peninsula and USAA insurance

policies have a standard “owned vehicle” exclusion that excludes coverage for the Ford Ranger pick-up owned by Defendant Michael Lekites.

Plaintiffs Carol and Joseph Daniels argue that Peninsula’s policy is ambiguous and that the “owned vehicle” exclusion in both policies is void as a matter of public policy. I have rejected both arguments. There is nothing ambiguous about the Peninsula policy. The Peninsula policy simply sets forth a broad definition of coverage and then lists the various exclusions from that coverage. This is a common insurance industry practice and is seen in all types of insurance policies. Lastly, I note that the “owned vehicle” exclusion has been upheld in Delaware.¹ Moreover, I certainly agree with the argument made by both Peninsula and USAA that the Plaintiffs, as strangers to the Peninsula and USAA policies, have no basis to complain as a matter of public policy about the coverage selected by Ernest Timmons (Peninsula) and Linda Lekites (USAA), which coverage complies with the applicable law.

¹ *Webb v. State Farm Mutual Automobile Insurance Company*, 1993 WL 80634 (Del. Super. March 17, 1993); accord *Danks v. Geico General Insurance Company*, 2013 WL 3422489 (Del. Super. April 29, 2013).

IT IS SO ORDERED.

Very truly yours,

/s/ E. Scott Bradley

E. Scott Bradley

ESB/sal

cc: Prothonotary