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Insurer's Inadequate Communication with Policyholder Necessitates Trial in \$22 Million Bad Faith Case

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In *Wallace Mosley, a minor by and through his co-guardians, Roslyn Weaver & Dina Cellini, Esq., v Progressive American Ins. Co.*, Case No. 14-cv-62850, 2018 U.S. Dist. LEXIS 199078 (S.D. Fla. Nov. 25, 2018), the Southern District of Florida denied an insurer's Motion for Summary Judgment in a bad faith claim seeking the recovery of a \$22,663,058.00 judgment against its insured holding that questions of fact existed regarding the insurer's alleged breach of its duty of good faith towards its insured where the insurer tendered its \$10,000 insurance policy limits to the claimant's attorneys in a timely manner but the insured refused to prepare a financial affidavit because he believed, pursuant to his religious and moral beliefs, that he was immune from suit as a sovereign citizen and claimed the affidavit was an "invasion of his privacy." In so holding, the court found that even though the insurer sent the insured a letter the insurer had received from the claimant's attorneys asking the insured to prepare and send a financial affidavit verifying he had no viable assets, a question of fact existed as to whether the insurer acted in good faith because the insurer failed to send any documentation to its insured "explaining in any discernable detail the gravity of the situation" the insured was facing including the probable outcome of the litigation, the possibility that an excess judgment could be entered against him, or of the steps he might take to avoid entry of an excess judgment being entered against him.