

ROY E. BAGGETT and PATRICIA BAGGETT, Individually and d/b/a BOUTIQUE HOUSE-PORT OF SWANSBORO v. SUMMERLIN INSURANCE AND REALTY, INC., CHARLES W. SUMMERLIN, and CHARLES W. SUMMERLIN, JR., d/b/a SUMMERLIN INSURANCE CENTER and CHARLES W. SUMMERLIN, JR.

No. 248A01

(Filed 9 November 2001)

Insurance--flood coverage--agent's failure to procure--summary judgment for defendants

A decision of the Court of Appeals holding that the trial court erred by granting summary judgment for defendant insurance agent and defendant insurance agency in an action for negligent failure to obtain flood insurance for plaintiffs is reversed for the reasons stated in the dissenting opinion in the Court of Appeals that defendants satisfied their duty to procure an insurance policy with similar coverage to plaintiffs' existing all - risk policy which specifically excluded flood coverage and that plaintiffs were contributorily negligent in failing to read the policy obtained for them by defendants.

Appeal pursuant to N.C.G.S. § 7A-30(2) from the decision of a divided panel of the Court of Appeals, 143 N.C. App. 43, 545 S.E.2d 462 (2001), reversing and remanding an order for summary judgment entered 7 February 2000 by Cobb, J., in Superior Court, Onslow County. Heard in the Supreme Court 18 October 2001.

Ellis, Hooper, Warlick & Morgan, L.L.P., by John D. Warlick, Jr., for plaintiff-appellees.

Manning, Fulton & Skinner, P.A., by Michael T. Medford, for defendant-appellants.

Bailey & Dixon, L.L.P., by Gary S. Parsons and Dayatra T. King, on behalf of Nationwide Mutual Insurance Company, amicus curiae.

PER CURIAM.

For the reasons stated in the dissenting opinion by Judge Tyson, the decision of the Court of Appeals is reversed.

REVERSED.