

FILED: 16 DECEMBER 2005

Insurance--automobile insurance--uninsured motorist carrier--Florida judgment against uninsured--carrier not bound

The decision of the Court of Appeals holding that defendant uninsured motorist carrier was bound by a judgment against the uninsured motorist in Florida if the carrier was served with a copy of the summons, complaint or other process in the action against the uninsured motorist is reversed for the reasons stated in the dissenting opinion that the uninsured motorist carrier was not bound because (1) the carrier was not a party to the Florida action at the time judgment was entered; (2) the statute of limitations had expired before plaintiff instituted this North Carolina action against the uninsured motorist carrier; (3) defendant carrier is not bound by the doctrine of res judicata; and (4) plaintiff is equitably estopped from asserting that defendant carrier is bound by the Florida judgment.

Appeal pursuant to N.C.G.S. § 7A-30(2) from the decision of a divided panel of the Court of Appeals, ___ N.C. App. ___, 612 S.E.2d 184 (2005), reversing and remanding in part and dismissing as interlocutory in part an appeal from an order entered 9 March 2004 by Judge Robert C. Ervin in Superior Court, Mecklenburg County. Heard in the Supreme Court 14 December 2005.

Ruff, Bond, Cobb, Wade & Bethune, L.L.P., by J.D. DuPuy and Robert S. Adden, Jr., for plaintiff-appellee.

Caudle & Spears, PA, by Harold C. Spears and C. Grainger Pierce, Jr., for defendant-appellant.

PER CURIAM.

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

REVERSED.

Justice MARTIN did not participate in the consideration or decision of this case.