IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA25-712

Filed 4 November 2026

Mecklenburg County, Nos. 23CVS013682-590; 23CVS013683-590, 23CVS013685-590, 23CVS013686-590, 23CVS015169-590, 23CVS015302-590, 23CVS016137-590, 23CVS016138-590, 23CVS016140-590, 23CV029060-590, 23CV029221-590, 23CV029227-590, 23CV029233-590, 23CV029470-590, 23CV029472-590, 23CV035279-590, 23CV035280-590, 23CV035281-590, 23CV035291-590, 23CV035297-590, 23CV035304-590, 23CV036265-590, 23CV037413-590, 23CV037422-590, 24CV024530-590, 24CV024538-590, 24CV024547-590, 24CV024554-590, 24CV024555-590, 24CV024564-590, 24CV024592-590, 24CV024890-590, 24CV024892-590, 24CV024897-590, 24CV025112-590, 24CV025115-590, 24CV025211-590, 24CV025216-590, 24CV031018-590, 24CV031020-590, 24CV031027-590, 24CV031570-590

PIEDMONT ROOFING SERVICES, LLC., Plaintiff,

v.

STATE FARM FIRE AND CASUALTY COMPANY, et al., Defendants.

Appeal by plaintiff from orders entered in the above-captioned civil matters between January 2025 and March 2025 by Judge Karen Eady-Williams in Mecklenburg County Superior Court granting defendants' respective motion to dismiss pursuant to Rule 12(b)(6) of our Rules of Civil Procedure. Heard in the Court of Appeals 12 August 2026.

Salter, Shook & Conner, PC, by Joseph R. Pellington for plaintiff-appellant.

Womble Bond Dickinson (US) LLP, by Rachel E. Keen and Andrew K. Sonricker, for defendants-appellees Mutual Fire Insurance Company, Nationwide General Insurance Company; The Automobile Insurance Company of Hartford; and Travelers Personal Insurance Company.

McAngus Goudelock & Courie, PLLC, by John P. Barringer, Josh Fowler, Michael Vitale, Christopher Skinner, and Sean Madden for defendants-appellees Auto Owners Insurance Company and Allstate Insurance Company.

Cranfill Sumner, LLP, by Christopher J. Blake, for defendant-appellee Safeco Insurance Company.

The Marion Law Firm, PLLC, by Roger W. Marion, Jr., for defendants-appellees North Carolina Farm Bureau Mutual Insurance Company, Inc., and Erie Insurance Company.

Teague Rotenstreich Stanaland Fox & Holt, PLLC, by Joshua C. Rotenstreich and Kara Bordman, for defendant-appellee Bankers Insurance Company of Florida.

Butler Snow, LLP, by Shelley W. Coleman and J. Scott Lewis for defendant State Farm Fire and Casualty Company.

Brooks, Pierce, Mclendon Humphrey & Leonard, LLP, by Amanda S. Hawkins and Benjamin Norman, for defendant-appellee USAA Gen. Ind. Co.

Butler Weihmuller Katz Craig, LLP, by L. Andrew Watson and N. Khrystyne Rasmussen, for defendant-appellee Central Mutual Insurance Company.

Lewis Brisbois Bisgaard & Smith, by Jeremy A. Stephenson, for defendant-appellee Everett Cash Mutual Insurance Co.

DILLON, Chief Judge.

Plaintiff Piedmont Roofing Services, LLC, a commercial roofing company, performed work to repair storm damage for various homeowners. In return, the homeowners assigned their rights under their respective homeowners' insurance policy to recover insurance benefits due to the storm damage. Plaintiff was unable to reach a settlement with any of the insurance companies. Accordingly, Plaintiff filed

forty-two separate civil actions against the insurance companies seeking a declaratory judgment regarding its rights to the assignment of the homeowners' claims and asserting claims for breach of contract and various business torts.

Defendants State Farm Fire and Casualty Company, et al., answered and moved for dismissal of Plaintiff's claims, contending the breach of contract and tort claims of the homeowners were not assignable. After a hearing on the matter, the trial court entered orders dismissing all of Plaintiff's claims against each insurance company pursuant to Rule 12(b)(6) of our Rules of Civil Procedure. Plaintiff noticed appeal from those orders.

This appeal concerns forty-one of the forty-two matters, as during the pendency of the appeal, our Court dismissed the Plaintiff's appeal from 23CV029060-590, involving Defendant State Farm Fire and Casualty Company.

In this appeal, Plaintiff only challenges the dismissal of its breach of contract and declaratory judgment claims; Plaintiff has abandoned any argument concerning the trial court's dismissal of its tort claims. For the reasons below, we affirm the trial court's dismissal of Plaintiff's tort claims. However, we reverse the trial court's dismissal of Plaintiff's breach of contract claims.

I. Factual Background

Defendants concede in their joint appellate brief that the issues on appeal with respect to each of the forty-one matters are materially identical, except that each matter involves a different homeowner.

Each complaint essentially alleges as follows:

Insured homeowners suffered damage to their home due to a storm on a particular date. Each homeowner executed a "Proposal and Contract" with Plaintiff to perform repairs. As part of the contract, each homeowner assigned to Plaintiff any and all insurance claims homeowner had against the homeowner's insurer due to the storm damage occurring on the date specified in the complaint. Likewise, each homeowner consented that any benefits under his policy for the storm damage be paid directly to Plaintiff.

Plaintiff repaired the various homes. Plaintiff then sought benefits from each homeowner's insurer. However, the insurers have refused to pay all the benefits due under the respective homeowner policies.

II. Appellate Jurisdiction

Defendants have filed motions for Plaintiff's appeals to be dismissed, contending many of Plaintiff's notices of appeal lacked a file stamp, signature of counsel, and/or a proper certificate of service. Plaintiff's counsel has petitioned our Court for a writ of *certiorari*. We have reviewed Plaintiff's petition and considered Defendants' response. We conclude Plaintiff's appeal has merit and Defendants have not been prejudiced by any deficiencies in Plaintiff's notices of appeal. Accordingly, in our discretion, to the extent Plaintiff's notices of appeal are defective, we grant *certiorari* in the aid of our jurisdiction. *See* N.C.G.S. § 7A-32.

III. Analysis

A. Tort Claims

As noted above, Plaintiff has abandoned any argument that the trial court erred by dismissing its tort claims against the insurance companies. These tort claims are based on allegations the insurance companies acted in bad faith in refusing to settle the claims. Our Supreme Court has held that a contract which assigns a tort claim is against public policy and is void under North Carolina law. *Charlotte-Mecklenburg Hosp. v. First of Ga. Ins. Co.*, 340 N.C. 88, 91 (1995) (involving personal tort claims); *Investors Title Ins. Co. v. Herzig*, 330 N.C. 681, 688 (1992) (claims based on fraud, conspiracy, and unfair and deceptive practices cannot be assigned).

We note in *Charlotte-Mecklenburg*, our Supreme Court held the assignment of a personal injury claim was void but the assignment of *the proceeds* from a personal injury claim was valid. *Charlotte-Mecklenburg,* 340 N.C. at 91. The Court made this distinction, reasoning the assignment of the claim itself "gives the assignee control of the claim [and the litigation] and promotes champerty." *Id.*

We, therefore, affirm the portions of the trial court's orders dismissing Plaintiff's tort claims. *See Schroeder v. Oak Grove*, 388 N.C. 208, 218 (2025) (issues not argued in a party's brief are deemed abandoned, citing N.C. R. App. P. 28(a)).

B. Contract Claims

Claims for a breach of contract are generally assignable in North Carolina. *See, e.g., Morton v. Thornton*, 257 N.C. 259, 262 (1962) (assignee for unpaid wages claim is the real party in interest and maintain action in its own name). Indeed, our

General Assembly has provided that "[e]very action must be prosecuted in the name of the real party in interest, except as otherwise provided; but this section does not authorize the assignment of a thing in action *not* arising out of contract." N.C.G.S. § 1-57 (emphasis added). Our Supreme Court has long construed this section as an "abrogat[ion] [of] the principle of the common law, that a chose in action cannot be assigned[,]" by "confer[ring] an unlimited right to assign 'anything in action,' arising out of contract[.]" *Harris v. Burwell*, 65 N.C. 584, 586 (1871). *See also Rickman v. Holshouser*, 217 N.C. 377, 378 (1940) (citations omitted) ("The right of the assignee of a chose in action arising out of contract to sue therefor in his own name has been declared by statute [] and has been upheld in numerous decisions of this [C]ourt."); *Domingue v. Nehemiah II, Inc.*, 208 N.C. App. 429, 434–35 (2010).

Parties to a contract, though, may generally agree in that contract that an assignment by either party is not allowed unless certain conditions are met, e.g., the other party consents to the assignment. Defendants, here, point to the provisions in the insurance contracts at issue which limit the right of the homeowners to assign post-loss claims. These provisions cover two types of assignments.

One type, not at issue here, is an attempt by a homeowner to assign the policy itself. The policies at issue here state that this type of assignment requires the consent of the insurer. For example, an insured homeowner selling his home may not assign his policy to the homebuyer to cover future losses unless the insurance company consents to the assignment.

The second type, which *is* at issue here, is an attempt by an insured homeowner who has suffered damage covered under his policy to assign to a third party his right to seek benefits under the policy for the damage. The policies at issue here state such post-loss benefits may not be assigned unless certain conditions are met which include *either* the damage has been inspected by an authorized adjuster *or* the insurance company consents.

In 1994, our Court stated in *dicta* that a provision in an insurance policy which limits the right of an insured to assign post-loss benefits is unenforceable as "the mere right to payment after a loss in no way broaden[s] the scope of the coverage of insurable risks provided by [an insurance] policy." *First-Citizens Bank & Trust Co. v. Universal Underwriters Ins. Co.*, 113 N.C. App. 792, 796 (1994). Our Court in that case recognized this to be the majority rule around the country:

> [T]he great weight of authority supports the rule that general stipulations in policies prohibiting assignments thereof except with the consent of the insurer apply to assignments before loss only, and do not prevent an assignment after loss, for the obvious reason the clause by its own terms ordinarily prohibits merely the assignment of the policy, as distinguished from a claim arising thereunder, and the assignment before loss involves a transfer of a contractual relationship while the assignment after loss is the transfer of a right to a money claim.

Id. at 796–97 (citations omitted).

However, four years later, in 1998, our Court *held* a provision which limits the ability of a policy holder to assign rights in post-loss benefits was enforceable under

North Carolina law, holding as follows:

> Viewing the facts and permissible inferences under Rule 12(c) in the light most favorable to plaintiff and taking plaintiff's factual allegations as true, plaintiff's claims against defendant arising out of contract are barred because any rights of [the attorney] under the policy cannot be assigned. The insurance policy in the instant action states, 'The interest of any Insured in this policy is not assignable.' Under the terms of the policy, [the attorney's] interest in the policy and any coverage or benefits that otherwise might exist are not assignable.

Terrell v. Lawyers Mut. Liability Ins. Co. of N.C., 131 N.C. App. 655, 660 (1998).

We must follow *Terrell*. *See In re Civil Penalty*, 324 N.C. 373, 384 (1989) (citation omitted) (one panel of our Court is bound by a prior holding of another panel); *see, e.g., Washburn v. Washburn*, 234 N.C. 370, 373 (1951) (holding that courts are not bound by *dicta* contained in a prior opinion). Accordingly, we conclude the provisions in the insurance policies limiting the right to assign are enforceable.

We note Defendants quote the following from our Supreme Court's decision in *Charlotte-Mecklenburg* in support of their position on appeal, that the contract claims are not assignable: "There is a distinction between the assignment of a claim . . . and the assignment of proceeds for such a claim" and that an assignment of a claim "gives the assignee control of the claim and promotes champerty." *See* 340 N.C. at 91. Defendants argue since Plaintiff was assigned claims (including the right to pursue those claims) and not merely the proceeds from claims, the assignments are void.

We are not persuaded. The part of the quote left out by Defendants in the

ellipsis is the phrase "for personal injury." *Id.* Our Supreme Court was making a distinction *in the context of tort claims*. Our Supreme Court was not overruling our General Assembly or that Court's prior *Holshouser* and *Harris* decisions or its other decisions recognizing the right to assign a chose in action for breach of contract.

Defendants, though, argue the trial court correctly dismissed Plaintiff's complaint because Plaintiff did not adequately plead that valid assignments by the homeowners to Plaintiff had occurred. We, though, agree with Plaintiff that its complaint meets the low standards of notice pleading.

Our Supreme Court has recently reiterated that "notice pleading" requires "the complaint to contain a 'short and plain statement' sufficient to notify the defendants of 'the events or transactions which produced the claim.'" *Turpin v. Charlotte Latin Sch., Inc.*, 933 S.E.2d 671, 676 (2026) (quoting *Pyco Supply Co. v. Am. Cent. Ins. Co.*, 321 N.C. 435, 442 (1988)).

Here, Plaintiff argues the trial court erred by dismissing its contract claims at the pleading stage. A main contention on appeal is whether Plaintiff adequately pleaded a valid assignment.

Plaintiff pleaded in each complaint that the homeowner had suffered a covered loss, that Plaintiff engaged in repair of roof damages for the homeowner, that the homeowner had assigned his rights to insurance benefits arising from the covered loss, and that "Plaintiff and [the homeowner] complied and performed all conditions precedent under the [policies] for recovery of benefits."

Defendant argues the allegations in Plaintiff's complaints do not contain detail about the specific acts Plaintiff and each homeowner engaged in to comply with all conditions precedent, including the conditions required before a valid assignment of post-loss benefits can be made.

Our Supreme Court, though, has held that, unless the complaint *clearly shows* a plaintiff is not entitled to relief, a complaint should not be dismissed under Rule 12(b)(6), but rather a defendant's remedy is to move for a more definite statement:

> Under the notice theory of pleading a statement of claim is adequate if it gives sufficient notice of the claim asserted to enable the adverse party to answer and prepare for trial, to allow for the application of the doctrine of res judicata, and to show the type of case brought[.] Mere vagueness or lack of detail is not ground for a motion to dismiss. Such a deficiency should be attacked by a motion for a *more definite statement*.
>
> In further appraising the sufficiency of a complaint Mister Justice Black said . . . [W]e follow, of course, the accepted rule that a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. This rule, said the Court . . ., generally precludes dismissal except in those instances where the face of the complaint discloses some insurmountable bar to recovery. If the complaint discloses an unconditional affirmative defense which defeats the claim asserted or pleads facts which deny the right to any relief on the alleged claim it will be dismissed. Moore § 12.08 summarizes the federal decisions as follows: A (complaint) may be dismissed on motion if clearly without any merit; and this want of merit may consist in an absence of law to support a claim of the sort made, or of facts sufficient to make a good claim, or in the disclosure of some fact which will necessarily defeat the claim. But a

> complaint should not be dismissed for insufficiency *[u]nless it appears to a certainty that plaintiff is entitled to no relief under any state of facts which could be proved in support of the claim*.

Sutton v. Duke, 277 N.C. 94, 102–03 (1970) (citation modified) (emphasis added).

Just last year, our Supreme Court reiterated the distinction between the appropriateness of dismissing a complaint and merely requiring a plaintiff to make more definite statements in its allegations:

> Under the Rules of Civil Procedure, a complaint must contain a short and plain statement of the claim sufficiently particular to give the court and the parties notice of the transactions, occurrences, or series of transactions or occurrences, intended to be proved showing that the pleader is entitled to relief. The Rules do not require hyper-technical, formulaic pleading.
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> Rule 12(b)(6) requires a trial court to dismiss a complaint that fails to state a claim upon which relief can be granted. The only purpose of a Rule 12(b)(6) motion, however, is to test the *legal* sufficiency of the pleading against which it is directed. The function of a motion to dismiss is to test the law of a claim, *not the facts which support it*. Ultimately, a complaint is legally sufficient so long as it states enough to give the substantive elements of at least some legally recognized claim.
>
> To that end, a plaintiff does not have to prove his case at the pleading stage, and few complaints fail to survive a motion to dismiss under Rule 12(b)(6). When reviewing a Rule 12(b)(6) motion, we treat the complaint's factual allegations as true and view them in the light most favorable to the plaintiff. Moreover, we construe the complaint liberally. Dismissal under Rule 12(b)(6) is warranted only when (1) it appears *certain* that plaintiffs could prove no set of facts which would entitle them to relief under some legal theory; (2) *no* law exists to support

> the claim made; or (3) the complaint on its face discloses facts that *necessarily* defeat the claim. If none of these conditions are present, a plaintiff may at least have the case proceed past the pleading stage. In other words, a complaint should not be dismissed for insufficiency unless it appears to a certainty that plaintiff is entitled to no relief under any state of facts which could be proved in support of the claim.

Howell v. Cooper, 388 N.C. 71, 77–78 (2025) (citation modified) (emphases in original).

Here, it does not appear certain from Plaintiff's allegations that Plaintiff is *not* entitled to relief. We, therefore, conclude, based on Supreme Court precedent, that Plaintiff's complaint adequately pleads claims against Defendants for breach of contract and for declaratory relief regarding the contracts.

We note that when a trial court considers a Rule 12(b)(6) motion, the trial court's review is limited to the four corners of the complaint and any documents central to and referenced in the complaint. *Turpin*, 933 S.E.2d at 678. Here, though, the trial court stated in its orders that it had considered "the pleadings." We interpret this language to mean the trial court *also* considered the allegations contained in Defendants' answers, in addition to the allegations contained in Plaintiff's complaint. *See S.N.R. Mgmt. Corp. v. Danube Partners 141 LLC*, 189 N.C. App. 601, 617 (2008) (recognizing that a trial court may *sua sponte* transform a Rule 12(b)(6) hearing into a Rule 12(c) hearing and consider the other pleadings in addition to the complaint). In any event, dismissal based on Rule 12(c) is inappropriate, notwithstanding

allegations by Defendants that certain condition precedents have not occurred. Defendants' allegations merely put at issue whether Plaintiff, in fact, has met all the conditions precedent. *See Ragsdale v. Kennedy*, 286 N.C. 130, 137 (1974) ("When the pleadings do not resolve all factual issues, judgment on the pleadings is generally inappropriate [sic]."); *RGK, Inc. v. U.S. Fidelity*, 292 N.C. 668, 674 (1977) (citation modified) ("A motion for judgment on the pleadings is not favored by the courts[.]").

We encourage trial courts and litigants that orders which are intended to be based on Rule 12(b)(6) to reflect that the trial court only considered those items approved for such motions by our Supreme Court in *Turpin*. Otherwise, such orders are more appropriately reviewed under Rule 12(c) or Rule 56.

Defendants make other arguments based on the written assignments between Plaintiff and some of the homeowners. Defendants include in their brief a sample written assignment used by Plaintiff. Defendants are correct that in some of those assignments, certain blanks on the form, e.g., indicating the claim number and date of loss, are not filled in. However, these forms are *evidence* of terms of the contract between Plaintiff and the homeowners. In each complaint, Plaintiff alleges that it was assigned claims based on a loss which occurred on a specific date. An assignment of a contract claim does not fall within the Statute of Frauds. Therefore, any gap in the writing can be filled in by parole evidence.

III. Conclusion

We conclude the trial court did not err by dismissing Plaintiff's tort claims

against Defendants. However, we conclude the trial court did err by dismissing Plaintiff's claims for breach of contract and for declaratory relief based on the insurance contracts. Accordingly, we affirm, in part, and reverse, in part, the orders of the trial court dismissing Plaintiff's complaints; and we remand for further proceedings, which may include discovery which could resolve whether Plaintiff, in fact, did comply with all the condition precedents to be entitled to benefits under the respective policies.

AFFIRMED IN PART, REVERSED IN PART, and REMANDED.

Judge FLOOD concurs.

Judge MURRY concurs in part and dissents in part by separate opinion.

No. COA25-712 – PIEDMONT ROOFING SERVICES, LLC V. STATE FARM FIRE & CASUALTY CO., ET AL.

MURRY, Judge, concurring in part, dissenting in part

I concur in affirming the dismissal of Plaintiff's tort claims. I respectfully dissent from the reversal of the dismissal of Plaintiff's breach of contract and declaratory judgment claims. On the four corners of the complaints and the policies incorporated by reference, Plaintiff has not alleged facts showing a valid assignment of any homeowner's rights against any insurer. Without a valid assignment, Plaintiff is a stranger to each insurance contract, and its contract-based claims cannot proceed. I would affirm.

"To withstand a motion to dismiss for failure to state a claim in a breach of contract action, a plaintiff's allegations must either show it was in privity of contract, or it is a direct beneficiary of the contract." *Lee Cycle Ctr., Inc. v. Wilson Cycle Ctr., Inc.*, 143 N.C. App. 1, 8 (2001). Plaintiff's privity with each insurer depends entirely on the validity of its assignment from the respective homeowner, and the policies at issue speak directly to that question. Each policy conditions a valid post-loss assignment on one of two specified acts: either "inspection of damage . . . by an adjuster authorized by [the insurance company]," or "[the insurance company's] written consent." Those conditions are enforceable under North Carolina law. *See Terrell v. Laws. Mut. Liab. Ins. Co.*, 131 N.C. App. 655, 660 (1998); *see also Brakebush*

Bros., Inc. v. Certain Underwriters at Lloyd's of London, 2021 NCBC 70 (reading *First-Citizens* narrowly and reaffirming that post-loss anti-assignment provisions are enforceable according to their actual language).

The majority relies on this Court's 1994 *dicta* in *First-Citizens* that general anti-assignment clauses do not reach post-loss transfers of a right to a money claim. *First-Citizens Bank & Tr. Co. v. Universal Underwriters Ins. Co.*, 113 N.C. App. 792, 796 (1994). But *First-Citizens* expressly turned on "the express words chosen by the defendant-insurer in [that] policy," *id.* at 797, and the policies here contain the kind of express words *First-Citizens* did not address. The Business Court recognized as much in *Brakebush*: the "majority rule" dicta in *First-Citizens* does not establish that policy provisions expressly conditioning a post-loss assignment on insurer consent or inspection are unenforceable. 2021 NCBC 70, 31.

Plaintiff argues this case "fits squarely into" *First-Citizens* because the assignment transfers only the right to a money claim. Plaintiff's own Assignment forms say otherwise. By their terms, each Assignment transfers to Plaintiff "any and all rights, title, and interest (both legal and equitable) . . . to any and all claims the [homeowner] may possess . . . [and] any and all causes of actions . . . which [homeowner] may have as against Insurer." Those transfers give Plaintiff control of the coverage litigation—not merely a right to collect proceeds. The Western District

of North Carolina recently rejected this same assignment theory on materially identical facts, holding a post-loss assignment fails where the policy conditions assignment on insurer consent and the complaint does not plead that consent occurred. *Piedmont Roofing Servs., LLC v. Church Mut. Ins. Co.*, No. 3:24-CV-00729 (MOC), 2024 U.S. Dist. LEXIS 187493, at *5–6 (W.D.N.C. Oct. 14, 2024).

The majority nevertheless accepts Plaintiff's generic averment that "Plaintiff and [the homeowner] complied and performed all conditions precedent under the [policies] for recovery of benefits" as sufficient under notice pleading. In my view, this averment does not reach the question. The allegation at most addresses what Plaintiff and the homeowners did. It says nothing about what the insurer consented to or whether an authorized adjuster inspected the damage—the two acts the policies require for a valid post-loss assignment. Rule 9(c) permits general pleading of "the performance or occurrence of conditions precedent," N.C. R. Civ. P. 9(c), but it does not permit a party to generally allege acts by a third party on which the validity of the assignment itself depends. Written consent is an insurer's act, not a condition that the Plaintiff or homeowner performs. And the complaints are equally silent as to any inspection by an authorized adjuster, which is the alternative path. On neither branch of the policies' conditional requirement has Plaintiff alleged the predicate

facts that would make an assignment legally valid.

The policies—attached to and incorporated by reference in each complaint, and quoted in Plaintiff's own appellate brief—foreclose any inference that one of the two paths was satisfied. *See Turpin v. Charlotte Latin Sch., Inc.*, 933 S.E.2d 671, 679 (2026) (trial court on Rule 12(b)(6) review may consider documents central to and referenced in the complaint). Rule 12(b)(6) dismissal is reserved for cases in which "the face of the complaint discloses some insurmountable bar to recovery," *Sutton v. Duke*, 277 N.C. 94, 102–03 (1970), and that bar is here: no state of facts consistent with the complaint and the incorporated policies would entitle Plaintiff to prove a valid assignment ever formed.

I recognize in *Terrell* this Court permitted a similar complaint to survive Rule 12(b)(6) under liberal construction and resolved the anti-assignment question later on Rule 12(c). 131 N.C. App. at 658–60. That sequence does not help Plaintiff. The dispositive policy language is already before this Court—Plaintiff attached the policies to its complaints, incorporated them by reference, and quoted the operative assignment language in its appellate brief. Where the policy terms are in the record and are not reasonably susceptible of a reading that avoids the bar, remanding for the *Terrell* two-step would serve no purpose. *See Turpin*, 933 S.E.2d at 679.

The consequence for standing is straightforward. "[S]tanding to seek a

declaration as to the extent of coverage under an insurance policy requires that the party seeking relief have an enforceable contractual right under the insurance agreement." *DeMent v. Nationwide Mut. Ins. Co.*, 142 N.C. App. 598, 601 (2001). Where the complaint does not allege facts showing that the assignment creating that contractual right was legally formed, no enforceable contractual right exists. Plaintiff's declaratory judgment and breach of contract claims were therefore properly dismissed.

Even under North Carolina's broad notice-pleading standard, Plaintiff's generic allegation of condition-precedent compliance does not reach the question the policies place at the center of this dispute: whether the insurer either consented in writing to the assignment or had an authorized adjuster inspect the damage. Because the complaints are silent on both paths and the policies are before this Court, I would affirm the dismissal of Plaintiff's contract and declaratory judgment claims.

For these reasons, I respectfully concur in part and dissent in part.