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Insurance—Stacking—MULTIPLE RECOVERY PERMITTED UNDER SINGLE POLICY INSURING MORE THAN ONE VEHICLE—*Cunningham v. Insurance Co. of North America*, 213 Va. 72, 189 S.E.2d 832 (1972); *Lipscombe v. Security Insurance Co.*, 213 Va. 81, 189 S.E.2d 320 (1972).

“Pyramiding” or “stacking” as applied to an automobile insurance policy covering more than one vehicle occurs when a claimant under the provisions of a policy is permitted to aggregate the limits of the units of coverage in that policy to satisfy a claim against the insurer.¹ This enables a maximum possible recovery of a sum equal to the declared limits of the insurer’s liability multiplied by the number of vehicles covered under the policy. The Virginia Supreme Court has previously applied the concept of stacking to a claim under the medical payments coverage provision of a multi-car policy.² In two recent decisions, however, the court extended the use of stacking significantly by applying the theory in settling a claim under the uninsured motorist provision for a policy insuring more than one vehicle.

In *Cunningham v. Insurance Co. of North America*³ and *Lipscombe v. Security Insurance Co.*,⁴ the Virginia Supreme Court held that under the uninsured motorist provisions of automobile insurance policies covering more than one vehicle where multiple premiums were paid, an insured of the first class as defined by statute, or his personal representative, could stack units of coverage in the absence of “‘plain, unmistakable language’ to prevent ‘stacking’”⁵

The issue of stacking arises when the courts are required to construe the provisions of automobile insurance policies that insure more than one vehicle where the claimant seeks a recovery in excess of stated limits of coverage. The courts have been selective in permitting stacking, and the criteria for the application of the theory appear to be based upon the type of insurance coverage upon which a claim is made.

¹ See *Government Employees Ins. Co. v. Sweet*, 186 So. 2d 95 (Fla. App. 1966); *Sturdy v. Allied Mut. Ins. Co.*, 203 Kan. 783, 457 P.2d 34 (1969); *Allstate Ins. Co. v. Zellars*, 452 S.W.2d 539 (Tex. Civ. App. 1970); Comment, *Pyramiding of Insurance Coverage Under the Standard Family Automobile Liability Policy*, 14 VILL. L. REV. 279 (1969).

The terms “stacking” and “pyramiding” have also been used to describe the situation in which the claimant seeks to obtain a recovery at the aggregate limits of several policies. *Thompson v. Certified Indem. Co.*, 495 P.2d 252 (Colo. App. 1972); *Bailes v. Southern Farm Bureau Cas. Ins. Co.*, 252 So. 2d 123 (La. App. 1971); *Thurman v. Signal Ins. Co.*, — Ore. —, 491 P.2d 1002 (1971).

² *Virginia Farm Bureau Mut. Ins. Co. v. Wolfe*, 212 Va. 162, 183 S.E.2d 145 (1971); *Central Sur. & Ins. Corp. v. Elder*, 204 Va. 192, 129 S.E.2d 651 (1963).

³ 213 Va. 72, 189 S.E.2d 832 (1972).

⁴ 213 Va. 81, 189 S.E.2d 320 (1972).

⁵ *Id.* at 84, 189 S.E.2d at 323.

Where a claim is made under the medical payment provisions of a policy⁶ the courts have shown a willingness to permit stacking, although there is a split of authority.⁷ In those jurisdictions where stacking is permitted under medical payments coverage the courts have grounded their holdings on three distinct lines of reasoning. First, the separability clause,⁸ which states that the terms of the policy should apply separately to each vehicle, and the clause limiting the liability of the insurer, are said to create an ambiguity.⁹ The well-settled principle of insurance law in such a case is to construe the policy strictly against the insurer, providing the insured with maximum protection.¹⁰ Second, the separability clause and the fact that the insured had paid multiple premiums are viewed as providing a basis for finding that one insurance policy is, in effect, two insurance contracts.¹¹ The insured is then entitled to

⁶ For an example of a medical payments provision in a standard automobile insurance policy, see R. KEETON, BASIC TEXT ON INSURANCE LAW, App. H, at 662 (1971).

⁷ In the following cases the courts have permitted a maximum recovery of the aggregate limits of the medical payments provisions of a policy insuring more than one vehicle. *Kansas City Fire & Marine Ins. Co. v. Epperson*, 234 Ark. 1100, 356 S.W.2d 613 (1962); *Government Employees Ins. Co. v. Sweet*, 186 So. 2d 95 (Fla. App. 1966); *Travelers Indem. Co. v. Watson*, 111 Ga. App. 98, 140 S.E.2d 505 (1965); *Harlow v. Southern Farm Bureau Cas. Ins. Co.*, 439 S.W.2d 365 (Tex. Civ. App. 1969); *Southwestern Fire and Cas. Co. v. Atkins*, 346 S.W.2d 892 (Tex. Civ. App. 1961); *Virginia Farm Bureau Mut. Ins. Co. v. Wolfe*, 212 Va. 162, 183 S.E.2d 145 (1971); *Central Sur. & Ins. Corp. v. Elder*, 204 Va. 192, 129 S.E.2d 651 (1963). *But see Sullivan v. Royal Exch. Assurance*, 181 Cal. App. 2d 644, 5 Cal. Rptr. 878 (1960); *Bost v. Hartford Accident & Indem. Co.*, 242 So. 2d. 355 (La. App. 1970); *Odom v. American Ins. Co.*, 213 So. 2d 359 (La. App. 1968); *Guillory v. Grain Dealers Mut. Ins. Co.*, 203 So. 2d 762 (La. App. 1967); *Wachovia Bank & Trust Co. v. Westchester Fire Ins. Co.*, 276 N.C. 348, 172 S.E.2d 518 (1970).

⁸ See R. KEETON, BASIC TEXT ON INSURANCE LAW, APP. H, at 664 (1971); Annot., 37 A.L.R.3d 1263 n.1 (1971). For an excellent discussion of the problem of multi-recovery under one policy insuring more than one vehicle focusing on problems created by the separability clause, see Comment, *Pyramiding of Insurance Coverage Under the Standard Family Automobile Liability Policy*, 14 VILL. L. REV. 279 (1969).

⁹ See generally *Central Sur. & Ins. Corp. v. Elder*, 204 Va. 192, 129 S.E.2d 651 (1963).

¹⁰ E.g., *Rowe v. United States Fidelity and Guar. Co.*, 375 F.2d 215 (4th Cir. 1967); *United Serv. Auto. Ass'n. v. Pinkard*, 356 F.2d 35 (4th Cir. 1966); *Wilkerson v. Maryland Cas. Co.*, 119 F. Supp. 383 (E.D. Va. 1953); *American Fidelity Fire Ins. Co. v. Allstate Ins. Co.*, 212 Va. 302, 184 S.E.2d 11 (1971); *National Fire Ins. Co. v. Dervishian*, 206 Va. 563, 145 S.E.2d 184 (1965); *Fidelity & Cas. Co. v. Fratarcangelo*, 201 Va. 672, 112 S.E.2d 892 (1960); *Ayres v. Harleysville Mut. Cas. Co.*, 172 Va. 383, 2 S.E.2d 303 (1939).

The development of the principle in insurance law is explained by the nature of the insurance contract.

Insurance contracts continue to be contracts of adhesion under which the insured is left little choice beyond electing among standardized provisions offered him even when the standard forms are prescribed by public officials rather than insurers. R. KEETON, BASIC TEXT ON INSURANCE LAW § 6.3, at 350 (1971).

¹¹ See generally *Travelers Indem. Co. v. Watson*, 111 Ga. App. 98, 140 S.E.2d 505 (1965).

the benefit of each contract and a stacked recovery is permitted. Finally, by the provisions of the policy it is impossible to relate coverage to any particular vehicle.¹² Thus the limits of the liability clause must be applied separately to each premium paid and the aggregate limits are recoverable.

In contrast, the logic upon which a stacked recovery is permitted in cases involving medical payments coverage has been clearly rejected by the courts where the liability provisions of a policy covering more than one vehicle are in issue.¹³ The courts have held that with respect to liability provisions the separability clause creates no ambiguity¹⁴ and provides no basis for holding that one policy should be treated as two insurance contracts.¹⁵ A Washington court has held that with respect to the liability provisions the separability clause "merely assures the applicability of the policy to whichever car is involved in an accident. . . ." ¹⁶

The rationale for stacking appears less plausible when applied to liability provisions because they differ from medical payment coverage. The Wisconsin Supreme Court rejected the stacking argument under liability provisions of a multi-car policy; it felt that cases involving liability coverage are clearly distinguishable from those where stacking is permitted under the medical payment provisions.¹⁷ Under the medical payment provisions of a policy, broad protection is afforded a particular class of persons independent of any liability on the part of the insured. Liability coverage, on the other hand, is generally seen as connected to the vehicle causing the accident. Linking liability coverage to a particular vehicle removes the basis for finding policy ambiguity that is the rationale for permitting stacking under the medical payments provisions.

In the few cases dealing with uninsured motorist provisions the courts have either refused to allow stacking, linking coverage to a particular vehicle as in liability coverage cases,¹⁸ or have followed the logic of the cases

¹² *Government Employees Ins. Co. v. Sweet*, 186 So. 2d 95 (Fla. App. 1965).

¹³ *Allstate Ins. Co. v. Mole*, 414 F.2d 204 (5th Cir. 1969); *Greer v. Associated Indem. Corp.* 371 F.2d 29 (5th Cir. 1967); *Government Employees Ins. Co. v. Lally*, 327 F.2d 568 (4th Cir. 1964); *Yates v. Interinsurance Exch.*, 275 Cal. App. 2d 301, 79 Cal. Rptr. 604 (1969); *Cook v. Suburban Cas. Co.*, 54 Ill. App. 2d 190, 203 N.E.2d 748 (1964); *Polland v. Allstate Ins. Co.*, 25 App. Div. 2d 16, 266 N.Y.S.2d 286 (1966); *Pacific Indem. Co. v. Thompson*, 56 Wash. 2d 715, 355 P.2d 12 (1960); *Rosar v. General Ins. Co.*, 41 Wis. 2d 95, 163 N.W.2d 129 (1968).

¹⁴ See *Pacific Indem. Co. v. Thompson*, 56 Wash. 2d 715, 355 P.2d 12 (1960); *Rosar v. General Ins. Co.*, 41 Wis. 2d 95, 163 N.W.2d 129 (1968).

¹⁵ *Polland v. Allstate Ins. Co.*, 25 App. Div. 2d 16, 266 N.Y.S.2d 286 (1966).

¹⁶ *Pacific Indem. Co. v. Thompson*, 56 Wash. 2d 715, 355 P.2d 12 (1960).

¹⁷ E.g., *Rosar v. General Ins. Co.*, 41 Wis. 2d 95, 163 N.W.2d 129 (1968).

¹⁸ *Morrison Assurance Co. v. Polak*, 230 So. 2d 6 (Fla. 1969); *Otto v. Allstate Ins. Co.*, 2 Ill. App. 3d 58, 275 N.E.2d 766 (1971); *Kennedy v. American Hardware Mut. Ins. Co.*, 255 Ore. 425, 467 P.2d 963 (1970); *Castle v. Union Pac. Ins. Group*, 252 Ore. 44, 448 P.2d 357 (1968).

where stacking under medical payments provisions has been allowed.¹⁹ This dichotomy is understandable considering the nature of the insurance involved. Uninsured motorist coverage,²⁰ a fairly recent phenomenon in the insurance industry, is designed to provide innocent accident victims with some protection from the negligence of the financially irresponsible motorist. It has been described as a hybrid type of insurance.²¹ As in liability insurance the fault element is retained in that the insured must show that his loss was the fault of an uninsured motorist before any obligation is incurred by his insurer. Like accident insurance, however, uninsured motorist insurance is first person, with the benefit accruing to the insured, rather than to a third party who has suffered loss at the hands of the insured, as in the case of liability coverage. In *Cunningham* and *Lipscombe* the Virginia Supreme Court emphasized the first class character of uninsured motorist coverage.

The Virginia court had previously allowed stacking of coverage under medical payments coverage under a multi-vehicle policy in *Central Surety & Insurance Co. v. Elder*.²² In that case the court based its ruling upon an ambiguity created by the irreconcilability of the separability clause and the limits of liability clause. In *Cunningham* and *Lipscombe*, however, the court based its decisions on a different logic. The court held uninsured motorist coverage²³ for an insured of the first class could not be related to any par-

¹⁹ See *Sellers v. Government Employees Ins. Co.*, 214 So. 2d 879 (Fla. 1968); *Rosson v. Allied Mut. Ins. Co.*, 203 Kan. 795, 457 P.2d 42 (1969); *Sturdy v. Allied Mut. Ins. Co.*, 203 Kan. 783, 457 P.2d 34 (1969); *Lipscombe v. Security Ins. Co.*, 213 Va. 81, 189 S.E.2d 320 (1972); *Cunningham v. Insurance Co.*, 213 Va. 72, 189 S.E.2d 832 (1972).

²⁰ Uninsured motorist coverage was developed by the insurance industry during the late 1950's as an alternative to compulsory insurance. Under the provisions of the uninsured motorist endorsement, the insurer undertakes to compensate the insured for certain losses arising out of an accident caused by an uninsured motorist. For a general discussion of the nature and development of uninsured motorist coverage, see A. WIDISS, *A GUIDE TO UNINSURED MOTORIST COVERAGE* (1969); Notman, *A Decennial Study of the Uninsured Motorist Endorsement*, 1968 INS. L. J. 22, 43 NOTRE DAME LAWYER; Soich, *Uninsured Motorist Coverage: Past, Present and Future*, 6 DUQ. L.REV. 341 (1968); Widiss, *Perspectives on Uninsured Motorist Coverage*, 62 NW.U.L.REV. 497 (1967). For a treatment focusing on the uninsured motorist endorsement in Virginia see Denny, *Uninsured Motorist Coverage—Present and Future*, 52 VA. L. REV. 538 (1966); Kemper & Johnson, *Insurance, 1969-1970 Survey of Virginia Law*, 56 VA. L. REV. 1356 (1970); Note, *Insurance, 1970-1971 Survey of Virginia Law*, 57 VA. L. REV. 1608 (1971); Comment, *The Virginia Uninsured Motorist Law: Its Intent and Purpose*, 7 WM. & MARY L. REV. 106 (1966).

²¹ R. KEETON, *BASIC TEXT ON INSURANCE LAW* § 4.9 (d), at 245 (1971).

²² 204 Va. 192, 129 S.E.2d 651 (1963).

²³ In Virginia uninsured motorist coverage is a mandatory requirement of all automobile insurance policies issued or delivered in the state.

Nor shall any such policy or contract relating to ownership, maintenance or use of a motor vehicle be so issued or delivered unless it contains an endorsement or provisions undertaking to pay the insured all sums which he shall be legally en-

ticular vehicle, and payment of multiple premiums in such a case created an ambiguity as to the amount of coverage afforded the insured.

Relying on a recent Kansas case,²⁴ the Virginia court in *Cunningham* noted that the legislature intended in passing the uninsured motorist statute to create two distinct classes of insured.²⁵ Under this logic an insured of the first class is afforded a broad scope of protection that is not linked to occupancy of any particular vehicle, while an insured of the second class can recover only if he is an occupant of a specific insured vehicle.²⁶ Under a policy covering more than one vehicle, the payment of one premium entitles an insured of the first class to coverage up to the stated limits of the policy. The court reasoned that the payment of a second premium under circumstances where coverage was not linked to a vehicle raised a reasonable expectation of additional coverage,²⁷ and consequently, an ambiguity in the

titled to recover as damages from the owner or operator of an uninsured motor vehicle within limits which shall be no less than the requirements of 46.1-1(8) as amended from time to time. . . . VA. CODE ANN. § 38.1-381(b) (1970).

At the present, minimum statutory limits are \$20,000 per person and \$40,000 for bodily injury per accident. VA. CODE ANN. § 46.1-1(8), (Cum. Supp. 1972).

²⁴ *Sturdy v. Allied Mut. Ins. Co.*, 203 Kan. 783, 457 P.2d 34 (1969). The claimant in *Sturdy*, a policeman, was injured while on duty when an uninsured motorist collided with the motorcycle he was riding. A claim was submitted in accordance with the uninsured motorist provisions of the claimant's policy. Neither of the claimant's two cars were involved in the accident. The defendant insurer paid a sum of \$10,000, equal to the stated limits of coverage. Claimant brought an action against the insurer maintaining that he was entitled to aggregate the limits of coverage under his policy which insured two owned vehicles.

²⁵ *Cunningham v. Insurance Co.*, 213 Va. 72, 75-77, 189 S.E.2d 832, 834-35 (1972); *Insurance Co. v. Perry*, 204 Va. 833, 134 S.E.2d 418 (1964).

²⁶ *Cunningham v. Insurance Co.*, 213 Va. 72, 77, 189 S.E.2d 832, 834-35 (1972). In *Cunningham* the decedent was killed while an occupant of a vehicle for which his employer carried uninsured motorist coverage. Under his employer's policy the decedent was an insured of the second class; while his personal representative could recover the stated limits, the court specifically held that stacking could not be applied under a policy where the claimant was a second class insured.

²⁷ *Id.* at 78-79, 189 S.E.2d at 836-37. The position of the court in *Cunningham* and *Lipscombe* may be better understood in terms of the developing principle of "reasonable expectations" applied to insurance contracts instead of the traditional argument of policy ambiguity.

The objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy provisions may have negated those expectations. R. KEETON, BASIC TEXT ON INSURANCE LAW § 6.3(a), at 351 (1971).

But see *Ringenberger v. General Accident Fire & Life Assurance Corp.*, 214 So. 2d 376 (Fla. App. 1968). The Florida lower court held that the limits of liability clause unambiguously laid out the extent of the insurer's obligation. It rejected the argument that there was no consideration for the second premium. The policy in question contained an exclusionary clause that excluded from coverage any bodily injury sustained while occupying a vehicle owned by the named insured other than the insured auto-

policy. As is the well established principle, the court resolved the ambiguity in favor of the insured and permitted stacking of the limits of coverage.

In *Lipscombe v. Security Insurance Co.*,²⁸ the Virginia court emphatically indicated that it had no intention of applying the logic of tying coverage to a particular vehicle in dealing with an insured of the first class under the uninsured motorist coverage. The insurance company in *Lipscombe* argued that it had expressly made the separability clause²⁹ inapplicable to the uninsured motorist provisions, thereby removing the source of any ambiguity. The court rejected this argument, holding that the exclusion of the clause did not prevent the stacking concept from being applied.³⁰ The court emphasized that "uninsured motorist coverage is designed to protect not vehicles but persons, *i.e.*, the innocent victims of negligent uninsured motorists."³¹ Coverage is dependent upon the status of the insured at the time of injury within the classes created, and is not related to any particular vehicle.³² It was held that the insured must be informed of the limitations of coverage in "'plain, unmistakable language.'"³³ The exclusion of the ambiguous separability clause did not accomplish this, and the claimant was entitled to recover up to the aggregate limits of the policy covering two vehicles.³⁴

Application of the stacking concept to an automobile policy insuring more than one vehicle is a clear manifestation of a public policy position which affords the purchasers of automobile insurance maximum protection. The Virginia court, by permitting a stacked recovery where medical payments provisions³⁵ were at issue and, more recently, under the uninsured motorist endorsement, has taken a consumer protective stance with regard to automobile insurance. It is submitted that permitting a multiple recovery under the uninsured motorist provision of a single policy insuring more than one vehicle is an overextension of the stacking concept.

As a result of *Cunningham* and *Lipscombe*, an insured with a policy covering more than one vehicle is in a far better position to obtain a full recovery for personal injuries arising out of an automobile accident if he is the

mobile. The court felt that not having the second car excluded from coverage constituted consideration for the additional premium.

²⁸ 213 Va. 81, 189 S.E.2d 320 (1972).

²⁹ See note 8 *supra*.

³⁰ *Lipscombe v. Security Ins. Co.*, 213 Va. 81, 84, 189 S.E.2d 320, 323 (1972).

³¹ *Id.* at 82-83, 189 S.E.2d at 322-23.

³² *Id.* at 84, 189 S.E.2d at 323.

³³ *Id.*

³⁴ *Id.*

³⁵ *Virginia Farm Bureau Mut. Ins. Co. v. Wolfe*, 212 Va. 162, 183 S.E.2d 145 (1971); *Central Sur. & Ins. Corp. v. Elder*, 204 Va. 192, 129 S.E.2d 651 (1963).

innocent victim of an uninsured motorist than if the party at fault had liability insurance. Under the uninsured motorist provisions of his own policy, the insured has the potential of a stacked recovery. Recovery under the liability provisions of the negligent driver's policy would be limited to the stated limits; the complete absence of precedent and the nature of liability coverage make the application of the stacking theory unlikely.

By statute in Virginia³⁶ an insured may obtain additional uninsured motorist coverage, but such coverage cannot exceed the liability coverage in the same policy. Assuming that the stacking could not be applied to liability coverage, the court in *Cunningham* and *Lipscombe* has created the exact result that the legislature sought to prevent in passing that statute: an insured's *de facto* uninsured motorist coverage exceeds the coverage of his liability provisions.³⁷

The stacking concept poses serious problems to the insurance industry, and the urgency of the situation is demonstrated by the frequency with which cases involving the stacking issue appear before the court. While remedial action in the form of legislation has been attempted previously in the area of multiple recovery, it has met with no success and by its nature is "stopgap."³⁸

It is submitted that remedial action should be undertaken by the insurance industry itself. Poorly drafted policy provisions beget ambiguity. A redraft

³⁶ "[S]aid insured, after January one, nineteen hundred sixty-seven, shall be offered the opportunity to contract, at an additional premium, for limits higher than those provided in § 46.1-1(8) so long as such limits do not exceed the limits of the automobile liability coverage provided by such policy." VA. CODE ANN. § 38.1-381(b) (1970).

³⁷ The inequity of permitting a multiple recovery under the uninsured motorist endorsement has been noted previously where the aggregate limits of coverage were claimed under several policies. It has been argued that the design and purpose of the uninsured motorist endorsement was to provide the insured with no more insurance protection than if the insured were injured by an operator with a policy containing the minimum statutory limits of liability coverage. *United States Fidelity & Guar. Co. v. Sellers*, 179 So. 2d 608 (Fla. App. 1965); *Maryland Cas. Co. v. Howe*, 106 N.H. 422, 213 A.2d 420 (1965); 7 BLASHFIELD, *AUTOMOBILE LAW AND PRACTICE* § 274.42, at 145-46 (3d ed. 1966); Denny, *Uninsured Motorist Coverage—Present and Future*, 52 VA. L. REV. 538 (1966).

The substance of this argument has been negated by legislative adoption of the above section of the code. See VA. CODE ANN. § 38.1-381(b) (1970). By permitting the purchase of uninsured motorist coverage in excess of the minimum required by statute the potential clearly exists for an insured to carry more uninsured motorist coverage than the minimum required liability insurance that a potential accident causing driver must carry.

³⁸ Legislation was introduced in the wake of a Virginia Supreme Court decision that permitted a multiple recovery under two different policies. See *Bryant v. State Farm Mut. Auto. Ins. Co.*, 205 Va. 897, 140 S.E.2d 817 (1965). The bill, which died in committee, would have limited recovery to the limits of one uninsured motorist endorsement regardless of the number of endorsements that may be applicable. See Denny, *Uninsured Motorist Coverage—Present and Future*, 52 VA. L. REV. 538, 559 n.101 (1966).

of those policy provisions that spawn the stacking issue clearly delineating the insurer's obligations under the policy would resolve the problem at its roots. The insurance industry must be prepared to protect itself in a judicial environment of consumer protection.⁸⁹

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⁸⁹ The insurance industry in Virginia is regulated by the State Corporation Commission. VA. CODE ANN. § 38.1-29 (1970). The language of all insurance policies issued or delivered within the state must conform to the precise standards delineated by the commission. See VA. CODE ANN. §§ 38.1-382 to 389 (1970). Within the framework of the statutory law there are two courses of action that the insurance industry should pursue. First, the industry collectively should prepare a modification to the present standard policy incorporating language that would clearly limit the obligation of the insurer to the stated limits of the policy. This modified policy could then be presented to the commission as the new standardized policy. The Commission is empowered, at its own discretion, to adopt a standardized policy to be used by all insurance policies written or delivered within the state. VA. CODE ANN. § 38.1-382 (1970).

Realizing that collective action may require time, there is another less time consuming course of action that insurers could initiate individually to amend the standard form.

Additional provisions may be used with such standard form by any insurer with the approval of the Commission provided the Commission shall first determine that such additional provisions are not in conflict or inconsistent with the standard form or the laws of this State or any of the rules and regulations lawfully made pursuant thereto. VA. CODE ANN. § 38.1-387 (1970).

The *Lipscombe* court referred to a Florida case in which uninsured motorist coverage was at issue, and in which the stacking argument was rejected. The policy language was held clearly to limit the insurer's liability.

The insurance policy on which plaintiffs base their claim for judgment clearly provides that regardless of the number of vehicles insured thereunder, or the number of insureds who may sustain damages in any one accident, the limit of the company's liability shall be the amount set forth in the declarations clause of the policy. *Hilton v. Citizens Ins. Co.*, 201 So. 2d 904, 906 (Fla. App. 1967). See also *Hansen v. Liberty Mut. Fire Ins. Co.*, 116 Ga. App. 528, 157 S.E.2d 768 (1967) where similar language was held to prevent stacking under a medical payments provision of a multi-car policy.