

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY, INC. v. TERRY DAVIS ARMWOOD, JR.; TERRY DAVIS ARMWOOD, SR., Individually and as Parent and Guardian for Terry Davis Armwood, Jr.; RAMONA ARMWOOD, Individually and as Parent and Guardian for Terry Davis Armwood, Jr.; JIMMY LEE BEST; and STELLA H. BOSTIC

No. 99A07

FILED: 12 OCTOBER 2007

Insurance-not-for-hire commercial vehicle-minimum liability coverage

The decision of the Court of Appeals in this case is reversed for the reason stated in the dissenting opinion that the minimum liability insurance coverage required by N.C.G.S. § 20-309(a1) for not-for-hire commercial vehicles is not written into each policy as a matter of law.

Supreme Court

Appeal pursuant to N.C.G.S. § 7A-30(2) from the

decision of a divided panel of the Court of Appeals, 181 N.C.

App. 407, 638 S.E.2d 922 (2007), affirming a judgment entered 13

July 2005 by Judge Howard E. Manning, Jr. in Superior Court, Wake

County. Heard in the Supreme Court 11 September 2007.

Young Moore and Henderson P.A., by R. Michael Strickland and Glenn C. Raynor, for plaintiff-appellant.

Law Offices of Frank A. Cassiano, by Frank A. Cassiano, for defendant-appellees Terry Davis Armwood, Sr. and Ramona Armwood, individually and as parents and guardians of Terry Davis Armwood, Jr.

Nexsen Pruet Adams Kleemeier, PLLC, by James W. Bryan and Daniel W. Koenig, for Trucking Industry Defense Association, amicus curiae.

Pinto Coates Kyre & Brown, PLLC, by David L. Brown, for North Carolina Association of Defense Attorneys, amicus curiae.

Rachel Scott Decker for North Carolina Academy of Trial Lawyers, amicus curiae.

PER CURIAM.

For the reasons stated in the dissenting opinion, the decision of the Court of Appeals is reversed and this matter is remanded to the Court of Appeals for further remand to the trial court for further proceedings not inconsistent with this opinion.

REVERSED AND REMANDED.

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