

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

SAFeway INSURANCE COMPANY

PLAINTIFF

V.

NO. 1:16-CV-87-DMB-DAS

**FLICE EPPS and SARAH SMITH,
a minor, by and through her parent and
next friend, Flice Epps**


DEFENDANTS

CONSENT JUDGMENT

The Court hereby finds that the policy of automobile insurance issued by Safeway Insurance Company to Flice Epps, policy number 1690865-MS-PP-004, is void *ab initio* because Flice Epps committed a breach of warranty when she failed to identify Sarah Smith, either on her policy application or in connection with any renewal of her policy, as a resident of her household who was fourteen (14) years of age or older. The Court further finds that Safeway Insurance Company issued a premium refund check in the amount of \$1,174.40 on March 14, 2016 and mailed it to Ms. Epps along with a denial letter. Ms. Epps received the refund check and negotiated it on or about March 23, 2016. Therefore, Safeway Insurance Company has met the legal requirements for voiding the policy.

Accordingly, **IT IS ORDERED AND ADJUDGED** that Safeway Insurance Company policy number 1690865-MS-PP-004 is void *ab initio* and does not provide any coverage for the underlying accident of February 15, 2016.

SO ORDERED, this 3rd day of April, 2017.



UNITED STATES DISTRICT JUDGE