

of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted.” *Id.* at 248. A litigant “cannot create a genuine issue of material fact through mere speculation or the building of one inference upon another.” *Beale v. Hardy*, 769 F.2d 213, 214 (4th Cir. 1985). “Where the record taken as a whole could not lead a rational trier of fact to find for the non-moving party, disposition by summary judgment is appropriate.” *Monahan v. County of Chesterfield*, 95 F.3d 1263, 1265 (4th Cir. 1996).

II. Discussion

On May 8, 2010, Defendants Sable and Taulbee were occupants in a 2006 Pontiac Montana van owned by Jerome Kent when it was involved in a motor vehicle accident in Mt. Pleasant, South Carolina. This is an action seeking a declaratory judgment pursuant to 28 U.S.C. § 2201 that underinsured motorist (“UIM”) coverage is unavailable to Sable and Taulbee in connection with the accident. In its motion for summary judgment, State Farm contends that there is no UIM coverage available to Sable and Taulbee in connection with the accident because UIM coverage was not requested or purchased. State Farm states that Jerome Kent opted not to purchase UIM coverage on his 2006 Pontiac Montana van from State Farm and offers Kent’s affidavit as support. (ECF No. 12-2 at 2, Jerome Kent Aff.; and 12-2 at 3-6). Further, State Farm argues that there is no basis to reform the policy to include UIM coverage as it made a meaningful offer of UIM coverage under common law.

As noted above, Sable and Taulbee filed a response to State farm’s Summary Judgment Motion consisting of one sentence: “In response to the Motion for Summary Judgment filed by Plaintiff, Defendant Cheryl Sable and Defendant Sandra Taulbee hereby stipulate that there is no available UIM coverage for the reasons stated in the Motion.” (ECF No. 14). As such, the court finds that there is no genuine dispute as to any material fact with respect to State Farm’s declaratory judgment, and that State Farm is entitled to summary judgment in its favor.

III. Conclusion

Based on the foregoing, the court finds that there is no underinsured motorist coverage available to Defendants Sable and Taulbee in connection with the May 8, 2010 accident. Accordingly, the court grants State Farm's Motion for Summary Judgment (ECF No. 12).

IT IS SO ORDERED.

s/Timothy M. Cain
United States District Judge

Anderson, South Carolina
December 4, 2014