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provided $100,000 of uninsured motorist coverage. Staton wanted to stack the policies to provide $300,000 worth of coverage. State Farm argued that because Staton was not the named insured, he could only seek coverage under the policy for the car involved in the accident. The lower court found in favor of State Farm, but the Court of Appeals found in favor of Staton. According to the Court of Appeals, the term "named insured" was ambiguous. The Supreme Court of Georgia agreed to hear the case.

The key question to be decided was whether or not the term "named insured" was ambiguous. The Supreme Court found it was not. In reaching its decision, the court noted that the policies plainly stated that the named insured was the first person named on the declarations page. Staton had argued that a preprinted portion of the policies defined a person as a human being, and that because Smyth & Helwys was a corporate entity it could not be a "first 'person' named" on the declarations page. The Supreme Court did not find this argument convincing. According to the court, the written portion of the policies (the name appearing on the declarations page) prevailed over the preprinted portions. The court concluded that Smyth & Helwys was the only named insured and that the policies' use of the term "named insured" was not ambiguous.

The decision of the Court of Appeals in favor of Staton was reversed.

State Farm Mutual Automobile Insurance Company vs. Staton-No. S09G0348-Supreme Court of Georgia-October 19, 2009-685 *South Eastern Reporter* 2d 263.

Scrimmage over coverage for spectator injury

Stillwater Battle, a youth football team and a member of the Northeast Youth Football League (NYFL), entered into an agreement with the Stillwater Central School District for use of the district's football field. As required by the agreement, the team submitted a certificate of insurance listing Great American E & S Insurance Company as the insurer and the district as an additional insured for one year. The policy listed the insureds as the "association and its member teams, [and] leagues." The association listed in the policy was the National Recreation and Park Association. The Northeast Youth Football League is part of that association.

After the Stillwater Battle agreement was reached, the Mechanicville Junior Red Raiders, also a member of the Northeast Youth Football League, asked to use the field. The same certificate of insurance submitted by Stillwater Battle was used. During a Raiders game, a spectator fell from the bleachers and was injured. She filed a lawsuit against the district, alleging negligence. The district sent a written demand to Great American requesting defense and indemnification. Great American refused but did not provide anything in writing disclaiming responsibility or denying coverage. Eventually the insurer sought a court declaration that it had no duty to defend. The lower court found in favor of the district; Great American appealed.

On appeal, Great American argued that coverage was limited to Stillwater Battle, the team listed on the application. The Supreme Court, Appellate Division, Third Department, New York, disagreed. The court noted that neither the certificate of insurance nor the policy listed or excluded any particular team. The court also emphasized that a policy endorsement included as additional insureds "any person or organization...[who is or are] 1. Owners and/or lessors of the premises leased, rented, or loaned to [the NYFL]," subject to certain exclusions. The court concluded that because the school district was the owner of the field and the bleachers, and because the Raiders team was a member of the Northeast Youth Football League, there was coverage under the policy.

Great American also argued that even if it was obligated to provide coverage, an exclusion applied. That exclusion provided: "This insurance does not apply to any design defect or structural maintenance of the premises by or on behalf of the owner and/or lessor." The exclusion also provided: "This insurance does not apply to the sole negligence of such 'Additional Insured.'" The court acknowledged that this exclusion could apply, but it found that Great American waived its right to use it as a defense because it did not send the district a written disclaimer specifically mentioning the grounds for not providing coverage.

The judgment of the lower court in favor of the district was affirmed.

Stillwater Central School District vs. Great American E & S Insurance Company-Supreme Court, Appellate Court Division, Third Department, New York-October 29, 2009-66 *Appellate Decisions* 3d 1260. ■