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Stacking: A Lawnmower, a Lawsuit, and a Lesson in Insurance Limits

Stacking refers to combining coverage limits across one or more insurance policies to increase the total amount available for a single covered loss. With automobile insurance, the issue of stacking arises with regard to bodily injury claims. Stacking can be considered inter-policy (i.e., between more than one policy) or intra-policy (i.e., multiple vehicles covered by the same policy).

Because states differ significantly on whether stacking is permitted, restricted, or prohibited, insurers must remain current on the specific stacking laws in every jurisdiction where they issue policies. The chart below provides a high-level summary of how each state addresses stacking, but the issue is often fact-specific and dependent on the policy language and the applicable laws.

State	Applicable law	Description (Exc
Alabama	Ala. Code § 32-7-23	Limits intra-polic extent of damag
Alaska	Alaska Stat. § 28.22.221	Recovery limited clauses enforcea
Arizona	Ariz. Rev. Stat. § 20-259.01(F)	Only one policy r scenarios.
Arkansas	Ark. Code § 23-89-403	Statute permits a unambiguously s
California	Cal. Ins. Code § 11580.2	Insurers may limi "other insurance"
Colorado	C.R.S. § 10-4-609	Anti-stacking cla inter-policy stac
Connecticut	Case law	Stacking is allowe expectation of st
Delaware	18 Del. C. § 3902	Limited to highes
District of Columbia	DC ST § 31-2406	Anti-stacking pro
Florida	Fla. Stat. § 627.727	Both stacked and stacked coverag

Georgia	Ga. Code § 33-7-11	Class I insureds r multiple vehicles stacking policies
Hawaii	Case law	Stacking generall employer policie
Idaho	Case law	Anti-stacking pro
Illinois	215 ILCS 5/143a	Anti-stacking en
Indiana	IC 27-7-5-5	Both intra-policy permitted.
Iowa	Case law	Anti-stacking pe statutory covera
Kansas	Kan. Stat. § 40-284	Statute prohibitir
Kentucky	Case law	Both intra-policy unambiguous ant as to class II insu
Louisiana	La. Stat. § 22:1295	General stacking coverage.
Maine	Case law	Anti-stacking en
Maryland	Md. Code, Ins. § 19-513	Statute prohibits
Massachusetts	MA ST 175 § 113L	Stacking prohibit
Michigan	Case law	Anti-stacking cla clearly stated.
Minnesota	Minn. Stat. § 65B.49	Both inter- and ir where coverage i
Mississippi	Case law	Class I and II insu policies restrict s
Missouri	Case law	Stacking broadly
Montana	Mont. Code § 33-23-203	Stacking allowed
Nebraska	Neb. Rev. Stat. § 44-6410	Stacking prohibit
Nevada	Prohibited	Stacking limited clearly disclosed
New Hampshire	Case law	Intra-policy stac allowed with sep
New Jersey	N.J. Stat. § 17:28-1.1	Stacking not perr under separate p

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New Mexico	Case law	Stacking is defau procedures requ
New York	Case law	Stacking prohibit stacking allowed
North Carolina	N.C. Gen. Stat. § 20-279.21	Inter-policy stac policy stacking p
North Dakota	N.D. Cent. Code § 26.1-40-15.4	Stacking prohibit limit.
Ohio	Ohio Rev. Code § 3937.18	Anti-stacking cla
Oklahoma	Okla. Stat. tit. 36, § 3636	Stacking is prohil
Oregon	Case law	Stacking is not al payable under ne
Pennsylvania	75 Pa. Stat. and Cons. Stat. § 1738	Stacking required mandated.
Rhode Island	R.I. Gen. Laws § 27-7-2.1	Stacking allowed Class II insureds.
South Carolina	S.C. Code § 38-77-160	Stacking allowed insureds.
South Dakota	S.D. Codified Laws § 58-11-9.8	Stacking not perı
Tennessee	Tenn. Code § 56-7-1201	Stacking prohibit
Utah	Utah Code § 31A-22-305.5	Stacking prohibit
Vermont	Case law	Intra-policy stac open question as
Virginia	Case law	Anti-stacking cla
Washington	Washington Rev. Code § 48.22.030	Stacking is not al
West Virginia	W. Va. Code § 33-6-31(b)	Inter-policy stac be barred with m
Wisconsin	Wis. Stat. § 632.32(5)(f)	Stacking currentl
Wyoming	Case law	Stacking allowed precluded by pol

Example of Application: *Owners Insurance Company v. Walsh*

In 2025, the U.S. Court of Appeals for the Fourth Circuit addressed the issue of stacking underinsured motorist (UIM) coverages under South Carolina law in a case involving a fatal collision between an insured riding his lawnmower and an underinsured motorist. The court ultimately held that stacking was not permitted. *Owners Insurance Company v. Walsh*, 134 F.4th 776 (4th Cir. 2025)

Background and Procedural History

The insured was operating a lawnmower when he was struck and killed by a speeding vehicle. The insured held two personal automobile policies, each providing $100,000 in bodily injury UIM limits and $50,000 in property damage coverage. After exhausting the at-fault driver's liability coverage, the estate sought to stack UIM limits from both policies for a total of $300,000. The insurer denied the request and tendered only $150,000, the UIM limit for a single vehicle.

The insurer then filed a declaratory judgment action, claiming it owed no additional UIM benefits to the policyholder. The estate counterclaimed for declaratory judgement, breach of contract, and bad faith. The district court granted summary judgment for the insurer, holding that the policy language prohibited stacking. The estate appealed, and the Fourth Circuit affirmed, concluding that the estate was not entitled to additional UIM benefits.

Fourth Circuit Ruling

One central issue in the case was whether the insured qualified as a Class I or Class II insured under South Carolina's UIM statute. If the insureds vehicle is involved in the accident (whether insured by the policy at issue or a separate policy), then the insured is considered Class I and entitled to stack coverage. In contrast, if the vehicle involved in the accident is not a scheduled vehicle (or not insured under a separate policy), then stacking is limited or entirely prohibited. Thus, the key question was whether the lawnmower qualified as a “vehicle” designed for use upon a highway.

The Fourth Circuit ultimately declined to decide that issue, explaining: “All of this semantic debate over what is meant by a ‘vehicle’ or ‘motor vehicle’ strikes us as somewhat beside the point, at least for purposes of this case. For even if the lawn mower were a statutory ‘vehicle,’ there is no dispute that it was neither insured nor legally required to be insured.” In other words, because the lawnmower was not a covered or insurable vehicle under the policy, the insured could not qualify as a Class I insured. Under South Carolina law, when the accident does not involve a covered vehicle, an insured is not statutorily entitled to stack UIM coverage.

Therefore, the availability of stacking depended solely on the policy language. The policy contained an enforceable anti-stacking provision, and the Fourth Circuit concluded that stacking was thus barred.

Key Takeaways

To ensure clarity and avoid costly coverage disputes, insurers should include express language in their policies if they intend to prohibit the stacking of UIM benefits in jurisdictions in which they are permitted to do so. Even so, the *Walsh* case demonstrates that in jurisdictions where stacking is not required by law, the lack of an anti-stacking clause is not always dispositive.

As the Fourth Circuit explained, “At the end of the day, the policy text must remain the guide if premiums are to be precisely calculated and coverages are to be fairly ascertained.”

If you have concerns or need further clarification on policy drafting and coverage considerations, our team is ready to assist. Please contact the authors or an attorney with FBT Gibbons’ Insurance Coverage and Bad Faith practice.

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