

No. 1-14-3878

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UNITED EQUITABLE INSURANCE COMPANY,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County
	)	
v.	)	
	)	
ADRIANA HARE,	)	
	)	No. 12 CH 11138
Defendant-Appellee	)	
	)	
(Anthony H. Donovan, Islamorad Fish Company,	)	
Travelers Property & Casualty Co.,	)	
Paulette Bufferine, and Bass Pro Group L.L.C.	)	Honorable
	)	Rodolfo Garcia,
Defendants).	)	Judge Presiding.

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JUSTICE PIERCE delivered the judgment of the court.  
Justices Neville and Mason concurred in the judgment.

### ORDER

- ¶ 1 *Held:* Where the insured did not misrepresent ownership of an automobile in her application for insurance coverage, the circuit court properly entered a judgment declaring the insurer could not rescind the insurance policy.
- ¶ 2 In August 2011, defendant Adriana Hare, the primary insured of a vehicle, was involved

in a two-car auto accident. Hare filed a claim with her auto insurer, United Equitable Insurance Company (UEIC), who denied the claim and sent her a notice of policy rescission based on a misrepresentation of ownership in her insurance application. Thereafter, UEIC filed this action to rescind Hare's liability policy. The parties filed cross-motions for summary judgment. The circuit court denied UEIC's motion for declaratory judgment and denied it the right to rescind its policy and ordered UIEC to defend under the policy. The circuit court entered summary judgment in Hare's favor finding there was no misrepresentation, whether intentional or material, in her insurance application. The circuit court found that this was a final and appealable order. *Waitcus v. Village of Gilberts*, 185 Ill. App. 3d 248 (1989). For the following reasons, we affirm the judgment of the circuit court.

¶ 3

#### BACKGROUND

¶ 4 In March 2003, Paulette Bufferine obtained a car loan to purchase a 2002 Chevrolet van for the exclusive use of her daughter-in-law, Adriana Hare. Although Bufferine was listed as "owner" on the certificate of title, Hare made all payments on loan and paid for all maintenance, insurance, city and state licenses for the car. Hare had the only set of keys for the car which was exclusively garaged at Adriana's residence in Illinois.

¶ 5 After Adriana paid off the loan in 2008, the lender sent Bufferine the certificate of title bearing a stamp and signature confirming release of the lender's lien. Upon receipt of that title, Bufferine mailed it directly to Hare, who subsequently lost it.

¶ 6 In February 2011, Hare called her insurance broker, Insure on the Spot, to renew the van's insurance. Through the broker, Hare obtained collision insurance from American Freedom Insurance Company (AFIC) and an automobile liability policy from UEIC. Thereafter, Hare paid

all premiums due on the policy and maintained continuous coverage with UEIC. Hare was the sole insured under the policy. The entire transaction was conducted over the phone and Hare never saw or signed UEIC's insurance application.

¶ 7 In August 2011, while driving the van, Hare was in a two-car auto accident. The second driver tendered claims to Hare arising from the accident. In turn, Hare submitted claims to both UEIC and AFIC<sup>1</sup> for damages resulting from the accident. At UEIC's direction, Hare completed an accident report. In that report she identified Bufferine as the "owner" of the vehicle. On February 16, 2012, UEIC informed Hare that her insurance policy is "null and void from inception due to undisclosed information that was not on your policy application." The claimed misrepresentation being that Hare is not the sole owner of the vehicle. On February 17, 2012, UEIC sent Hare a notice informing her that the policy was cancelled as of February 23, 2011, due to a "material misrepresentation" in her insurance application.

¶ 8 *The UEIC Policy*

¶ 9 Hare's UEIC policy provided coverage for two vehicles: a 2006 Chrysler 300C and a 2002 Chevrolet van. The application provides that it "must be signed" and "becomes part of the auto insurance policy." At the bottom of the application appears the statement,

"I hereby apply for the insurance indicated and warrant: (1) I have read this application, (2) that all the facts and answers are fully true, correct, and complete: and if the facts and answers are found not to be fully true, correct, and complete,

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<sup>1</sup> UEIC also brought this lawsuit against Bufferine, Anthony Donovan (the other driver in the accident), his employer, Islamorad Fish Company, and its insurance carrier, Travelers Property & Casualty Co. Travelers filed a counter-claim against UEIC seeking a declaration that the UEIC policy was in effect as well as a cross-claim against Hare, seeking damages. Traveler's subrogation claim was severed and transferred to another division of the circuit court.

U.E.I.C. reserves the right to make null and void any binder or policy of insurance coverage on anyone covered by said binder or policy which is issued as a result of this application from the date of its inception or the execution of this application, \*\*\* (3) that I fully understand that any insurance policy issued as a result of this application will be based solely upon the facts and answered states, (4) that I am the sole owner of the described automobile(s), except as otherwise stated \*\*\*.”

¶ 10 The policy obligated UEIC to pay damages to Hare for “bodily injury” or “property damage arising out of the ownership, maintenance or use of the owned automobile or any non-owned automobile.” The policy defined “owned automobile” as

“(a) a private passenger, farm or utility automobile described in this policy.

(b) a private passenger, farm or utility automobile, ownership of which is acquired by the named insured during the policy period provided:

(1) that the acquired automobile replaces an automobile described in this policy; that neither the named insured nor any resident of his household retains ownership of described replaced automobile, and that the named insured notified the Company in writing within 30 days after the acquisition and of his intention to make this policy applicable to such acquired replacement automobile, or

(2) that the Company insures all private passenger, farm and utility automobiles owned by the named Insured on the date of such acquisition and the named Insured notified the Company in writing within 30 days after the date of

such acquisition of his election to make this and no other policy issued by the Company applicable to such automobile, or temporary substitute automobile.”

The policy defined “non-owned automobile” as “an automobile not owned by or furnished for the regular use of either the named insured or any relative, other than a temporary substitute automobile, while said automobile is in the possession or custody of the insured or being operated by him.”

¶ 11 *This Litigation*

¶ 12 On March 28, 2012, UEIC filed the instant lawsuit seeking a declaration that: the policy was rescinded and is void *ab initio*; there is no duty to defend or indemnify Hare; her claim is null and void under the policy; and, UEIC is not obligated to pay any sums to Hare. The sole basis of UEIC’s complaint was that Hare misrepresented she was the “sole owner” of the van in her insurance application, when in fact Bufferine was the owner, therefore UEIC should be absolved from any responsibility to Hare for coverage under the policy.

¶ 13 Hare answered and admitted that Bufferine was listed on the certificate of title as owner of the van; this information was available to UEIC at the time of the application; and Hare denied that Bufferine owned the vehicle.

¶ 14 UEIC moved for summary judgment asserting Hare’s policy was invalid because Hare represented she owned the van while Bufferine was its titleholder. Due to this misrepresentation, UEIC argued it has no obligation to provide coverage to Hare. UEIC argued that it only underwrites auto policies where the named insured both resides in Illinois and is the titleholder of the insured automobile. Hare had a duty to fully disclose all material facts in her application, whether raised by UEIC or not. In her application, Hare claimed that she was the only owner,

named insured, and operator of the van. Upon later investigation, after the accident, UEIC determined that Bufferine was the owner, not Hare. There is no dispute that Bufferine was listed as titleholder from the date of purchase up through the date of Hare's application and that Bufferine did not live at Hare's Illinois address, as listed on the title.

¶ 15 Hare filed a cross-motion for summary judgment and responded to UEIC's summary judgment motion asserting she did not make any misrepresentations to UEIC. Hare argued the term "owner" was never defined in the policy and she was in fact the "true owner" of the van at the time she applied for insurance from UEIC. Hare paid off the car loan and was both the primary insured and driver of the vehicle which was garaged at her Illinois residence. Hare obtained the insurance policy through a phone call with her insurance broker. She did not see the insurance application or sign it. In addition, UEIC insured Hare against claims for bodily injury or property damage, "arising out of the ownership, maintenance or use of the owned automobile or any non-owned automobile." Therefore, whether she was driving an owned or non-owned vehicle when the accident occurred, coverage should be afforded under the policy.

¶ 16 The parties relied on the information and facts obtained in discovery: (1) a copy of the van's original title identifying Bufferine as the van's owner and showing Bufferine's address at Hare's Illinois residence and showing that the bank's lien was released on March 28, 2008; (2) a corrected title issued in 2013 showing Hare as the "owner" of the van; (3) the van's retail installment contract listing Bufferine as the van's "buyer"; (4) a transfer of title of the van from Bufferine to Hare; and (5) a department of revenue use tax form showing Bufferine sold the van to Hare in March 2013.

¶ 17 In an affidavit Hare stated that in March 2003 she attempted to buy the van but was

unable because of her poor credit history. She later returned to the dealer with her husband and Bufferine, her mother-in-law, to have Bufferine help facilitate the purchase. The van was purchased for Hare's exclusive use and has always been referred to by Hare and Bufferine as Hare's vehicle. Payments on the loan were made from Hare's bank account and none were made by Bufferine. While UEIC insured the van, Bufferine never drove or had keys to the van. Hare contacted Insure on the Spot by phone requesting assistance in renewing insurance on the van; the only information the broker requested was the make, model, vehicle identification number and license plate number for the van. She did not see or sign the UEIC application and after she spoke with Insure on the Spot, her bank account was charged for the insurance premium.

¶ 18 Also appearing in the record was the transcript of Hare's deposition where she testified that she was the sole owner of the vehicle from the time it was purchased in 2003. She considered the van to be her car because she was the one who drove it and paid for it. Bufferine was listed on the certificate of title from the day of purchase to the day of the accident. Title was eventually transferred to Hare on March 15, 2013. Hare's name was not initially on the title because she did not have sufficient credit for a car loan and she did not want her bad credit to affect her mother-in-law's credit. All city, state and license plate notices were sent to Hare's Illinois address, which Hare paid. When applying for insurance from UEIC, she called the broker who faxed her the documents to complete and fax back. The broker only asked Hare about the van's license plate number and its "make, model and VIN number." She never saw or signed UEIC's insurance application. Hare paid off the car loan in 2008 and did not transfer the title from Bufferine at that time because she "always thought it was just my car."

¶ 19 Paulette Bufferine testified that the van belongs to her son and her daughter-in-law

(Adriana Hare) but Bufferine co-signed for it. In order to buy the van, Bufferine applied for the loan and, at the time of purchase, was listed as the owner on the van's title. At the time of purchase she lived in Wisconsin and has resided there continuously. She has never lived at Hare's address. The reason the title listed Hare's address was because Hare was responsible for paying all expenses for the car. Bufferine wanted all notices to go to Hare's home, not hers. However, the car loan invoices were sent to Bufferine in Wisconsin, who, immediately upon receipt, mailed them to Hare. Bufferine did not contribute financially to the van's purchase and never made any payments on the loan. Instead, Hare made all payments for the car. Although the loan was paid off in 2008, it took 5 years to transfer the title to Hare because the title had been lost. She gave Brad and Hare the van's original title after she received it in the mail from the lender. She explained, "I sent [the title] to Brad and Adriana in the original envelope like I did all the bills. It was their vehicle and I didn't want to have anything to do with the payments or anything." Lastly, she remembered driving the van only once in either: 2002, 2003, or 2004.

¶ 20 Charles Sullivan, UEIC's underwriting manager, testified that the underwriting risk factors UEIC considers are "[a]ge, gender, type of vehicle, zip code" and the type of vehicle. In his opinion the "titleholder is the owner of the vehicle." This matters because UEIC only insures "as the named insured, the owner of the vehicle. And we only insure in Illinois." The titleholder has to be the named insured or the owner of the vehicle." Knowing ownership of the vehicle for underwriting purposes is important "[b]ecause then we know who owns the car. We would know who is driving the car, where the vehicle is being garaged" "[b]ecause that's how we determine risk." However, UEIC's application does not ask for any explicit information as to the owner of the vehicle.



¶ 21 Brian Germain, UEIC's vice president of the claims department, testified that Hare's misrepresentation regarding the van's ownership and Bufferine's place of residence was "an unacceptable risk as far as the insured not being the owner of the vehicle, and the owner of the vehicle being out of state." When asked if the fact that Hare paid for the vehicle would affect the risk determination, he replied: "[i]t comes down to who owns the vehicle, simple as that. Not a question of who paid for it." UEIC's investigation revealed that Hare claiming in the accident report that she did not own the vehicle, as well as other documents, "clearly indicate[s] she is not the owner, was not the owner." He testified that UEIC's underwriting guidelines provides that "[t]he named insured must have a verifiable residency within the state and be the titleholder of the vehicle listed on the policy."

¶ 22 On December 18, 2014, after hearing, the circuit court denied UEIC's motion for summary judgment and granted summary judgment in favor of Hare. The circuit court found that UEIC "may not rescind [the policy] and must defend [Hare]." The court reasoned UEIC determined risk based on "where the car is garaged or who is driving the car" and, after conducting discovery, that information was "consistent with the information or representations made at the time of the application." The court further found that Hare was the "true owner" of the van, noting that whether Bufferine was the titleholder and lived in a different state did not "make[ ] any difference regarding the acceptance of risk or the hazard assumed by the company" and "didn't really impact the risk that was accepted by United." In concluding, the court found the order was final and appealable as to UEIC's declaratory action to rescind the policy. The circuit court severed the remaining subrogation claim and transferred that count to the Law Division.

¶ 23

ANALYSIS

¶ 24 We review the entry of summary judgment *de novo*. *State Building Venture v. O'Donnell*, 239 Ill. 2d 151, 157 (2010). Summary judgment is properly granted when “the pleadings disclose no genuine issue of material fact and the movant is entitled to judgment as a matter of law.” *Id.* at 157-58. The movant for summary judgment has the initial burden of proof. *Direct Auto Insurance Co. v. Beltran*, 2013 IL App (1st) 121128 (2013). Where, as here, the parties filed cross-motions for summary judgment, they represent that no questions of material fact exist, but only questions of law. *Pielet v. Pielet*, 2012 IL 112064, ¶ 28.

¶ 25 The sole issue on appeal is whether the circuit court erred in finding plaintiff could not rescind Hare’s insurance policy.

¶ 26 Public policy does not favor rescission of an insurance policy. *Illinois State Bar Ass’n Mutual Insurance Co. v. Brooks, Adams & Tarulis*, 2014 IL App (1st) 132608, ¶ 20. The Illinois Insurance Code (Code) (215 ILCS 5/1 *et seq.* (West 2010)) aligns itself with this public policy by limiting the circumstances where an insurer can avoid or defeat its obligations under an insurance contract. *Illinois State Bar Association Mutual Insurance Co. v. Coregas Insurance Co.*, 355 Ill. App. 3d 156, 166-67 (2004).

¶ 27 In this instance, the basis of plaintiff’s complaint to rescind the policy was an alleged misrepresentation of ownership in the insurance application. Section 154 of the Code provides that,

“no misrepresentation \*\*\* in the negotiation for a policy of insurance \*\*\* shall defeat or avoid the policy \*\*\* unless such misrepresentation \*\*\* shall have been stated in the policy or endorsement or rider attached thereto, or in the written

application therefor. No such misrepresentation or false warranty shall defeat or avoid the policy unless it shall have been made with actual intent to deceive or materially affects either the acceptance of the risk or the hazard assumed by the company.” 215 ILCS 5/154 (West 2010).

¶ 28 There is a two-prong test employed when considering whether to rescind an insurance policy due to a misrepresentation: “the statement must be false and the false statement must have been made with an intent to deceive or must materially affect the acceptance of the risk or hazard assumed by the insurer.” *Golden Rule Insurance Co. v. Schwartz*, 203 Ill. 2d 456, 464 (2003). A misrepresentation on an insurance application “is a statement of something as a fact which is untrue and affects the risk taken by the insurer.” *Northern Life Insurance Co. v. Ippolito Real Estate Partnership*, 234 Ill. App. 3d 792, 801 (1992). “Whether an insured’s statements are material ‘is determined by whether reasonably careful and intelligent persons would have regarded the facts stated as substantially increasing the chances of the events insured against, so as to cause a rejection of the application.’ ” *Direct Auto Insurance Co. v. Beltran*, 2013 IL App (1st) 121128, ¶ 47 (2013).

¶ 29 UEIC argues Hare’s policy should be rescinded because Hare failed to disclose that she was not the titleholder of the van and that the titleholder, Bufferine, was not an Illinois resident. UEIC only writes policies where the insured has “verifiable residency within the state and [is] the titleholder of the vehicles listed on the policy.” Because Bufferine is the titleholder, Hare is not the owner of the van. Further, UEIC argues Hare did not controvert the evidence of UEIC’s underwriting standard and if UEIC had known Hare was not the owner, it would not have accepted the risk to insure the van.

¶ 30 Hare contends her insurance application did not contain a material misrepresentation because ownership of an automobile is not conclusively established through the certificate of title and UEIC's policy is ambiguous regarding the term "owner."

¶ 31 Our review of UEIC's policy confirms that it does not define the term "owner." The parties disagree as to the meaning of the term "owner." UEIC contends the term refers to the titleholder only, whereas Hare argues that "owner" can refer to either a titleholder or "true owner."

¶ 32 If a term of an insurance policy is susceptible to more than one meaning, it is considered ambiguous. *Maryland Casualty Co. v. Dough Management Co.*, 2015 IL App (1st) 141520, ¶ 51. Where "ownership" is not defined in an automobile liability policy and the term can be subject to more than one reasonable interpretation, the term is ambiguous. *Dolan v. Welch*, 123 Ill. App. 3d 277, 280-81 (1984); *A.D. Desmond Co. v. Jackson National Life Insurance Co.*, 233 Ill. App. 3d 616, 620 (1992). In fact, "[a] provision in an insurance policy may appear clear on its face and yet contain latent ambiguity [citation]." *A.D. Desmond Co.*, 233 Ill. App. 3d at 620. Where a term in an insurance policy is ambiguous, we must "strongly construe" coverage in favor of the insured and against the insurer who drafted the policy. *Squire v. Economy Fire & Casualty Co.*, 69 Ill. 2d 167 (1977).

¶ 33 In Illinois, one can own a vehicle even though another person is listed as "owner" on the certificate of title. See *State Farm Mutual Automobile Insurance Co., v. Lucas*, 50 Ill. App. 3d 894 (1977); *Dolan*, 123 Ill. App. 3d 277; *County Mutual v. Aetna Life & Casualty*, 69 Ill. App. 3d 764 (1979); *Ricke v. Ricke*, 130 Ill. App. 2d 563 (1970).

¶ 34 "To ascertain the true owner of the vehicle it is not sufficient to discover who is the

registered owner.” *Government Employment Insurance Co. v. Dennis*, 65 Ill. App. 2d 365, 372 (1965) (trial court finding that titleholder was owner of a vehicle appellate court reversed where evidence showed titleholder’s fiancé could be the owner because she paid for the car and insurance premiums, car purchased intent that it was hers, and the parties believed she owned it). Although the certificate of title is “evidence of title, \*\*\* it is not conclusive and one can own an automobile though the certificate of title is in the name of another.” *Pekin Insurance Co. v. U.S. Credit Funding, Ltd.*, 212 Ill. App. 3d 673, 677 (1991). A presumption of ownership may arise from a certificate of title, but it can be rebutted by evidence of actual ownership. *Id.* An individual may own a vehicle even if the certificate of title is in another’s name. *State Farm Mutual Automobile Insurance Co.*, 50 Ill. App. 3d at 898. It is the intent of those involved in the passing of ownership/title to another that is crucial to making a determination as to who the owner of the vehicle is. *County Mutual*, 69 Ill. App. 3d 764. For example, when gifting an automobile, transfer of ownership can be affected without changing the title “owner” designation, where there was an intent to make a gift, possession was transferred and title was delivered to the donee. *State Farm Mutual Automobile Insurance Co.*, 50 Ill. App. 3d at 898. In addition, an individual who is not the titleholder can “own” a vehicle where that individual paid for the vehicle, maintained the vehicle and agreed with the titleholder that title would be transferred. *Dolan*, 123 Ill. App. 3d at 281.

¶ 35 We find the term “owner” in this policy is ambiguous. First, UEIC’s policy did not define “owner” and because a titleholder and an “owner” can be different individuals, the policy is ambiguous. Second, UEIC’s pleadings show that it recognizes the distinction between an “owner” and a “titleholder.” For example, in UEIC’s amended complaint it alleges Hare

misrepresented herself as the “sole owner” of the van and this is a material misrepresentation and grounds for rescinding the policy. However, in its summary judgment motion, it argues that grounds for rescinding the policy were that Hare failed to disclose she was not the titleholder and that the titleholder was an out-of-state resident. Clearly, UEIC recognizes that there is a legal distinction between a titleholder and an owner of a vehicle. Therefore, because UEIC drafted its policy, we must strictly construe this ambiguity in favor of Hare and against UEIC. *Squire*, 69 Ill. 2d 167.

¶ 36 In the instant case, the uncontroverted evidence established that Bufferine was listed as “owner” on the certificate of title, Bufferine obtained the loan for the van, and agreed to be on title so that Hare could purchase the van for her exclusive use. Hare made all payments on the auto loan, maintained the van, paid all fees and costs associated with its ownership and use, including auto insurance, and the van was garaged only at her Illinois residence. Except for one instance in 2002, 2003 or 2004, Hare exclusively used the van. The auto loan was paid in 2008, three years before Hare obtained the UEIC policy and took physical possession of the title. Hare’s insurance broker neither inquired about the van’s ownership nor did the insurance application request ownership information. The application contained a certification that the applicant is the “sole owner” of the declared vehicles, which was Hare at the time the policy issued in 2011, but the application was never signed or seen by Hare. The policy does not define owner but it defines “owned automobile” as the automobile “described in this policy.”

¶ 37 Given the policy’s construction and the facts of this case, it is clear Hare was the owner of the van within the meaning of the policy. Plaintiff does not dispute that Hare met the other prerequisites to coverage under UEI’s policy: residing in Illinois, paying the premiums, the

insured drove the van and it was garaged in Illinois.

¶ 38 Courts favor affording coverage whenever the facts justify coverage. *Van Hulle v. State Farm Mutual Automobile Insurance Co.*, 99 Ill. App. 2d 378, 385 (1968); *Mollihan v. Stephany*, 35 Ill. App. 3d 101, 103 (1975). “[I]n the case of liability insurance the risk and hazard insured against is not the injury or loss of the property named in the policy, but against loss and injury caused by the use of the property therein named, for which the insured might be liable, and the right of the insured to recover does not depend upon his being the holder, in fact, of either a legal or equitable title or interest in the property, but whether he is primarily charged at law or in equity with an obligation for which he is liable.” (Internal quotation marks omitted). *Mid-States Insurance Co. v. Brandon*, 340 Ill. App. 470, 474-75 (1950).

¶ 39 According to UEIC’s claims manager, ownership of a vehicle is taken into consideration when evaluating the risk of underwriting an automobile policy “[b]ecause then we know who owns the car. We would know who is driving the car, where the vehicle is being garaged.” UEIC’s vice president of the claims department testified that UEIC’s underwriting guidelines require the named insured be an Illinois resident and titleholder of the vehicle listed on the policy. Applying the undisputed facts to these considerations, Hare owned the van, UEIC knew Hare drove the van, and that it was garaged in Illinois.

¶ 40 Therefore, the facts material to assessing the risk in issuing this automobile policy were who is driving the car and where it is being garaged. In her application, Hare represented she would be the sole insured on the van, her husband would be excluded from coverage, and that there are no other drivers who resided in her household for the last five years. Hare’s uncontroverted testimony established: she is an Illinois resident, was the sole user of the van, the

only person responsible for its payments and maintenance, no one else had the van's keys, and it was solely stored in her garage. Under the policy Hare was insured against claims for bodily injury or property damage "arising out of the ownership, maintenance or use of the owned automobile or any non-owned automobile." Therefore, UEIC has not shown it lacked information required to assess the risk, how Hare misrepresented any material fact in her insurance application, or, how a material misrepresentation altered the risk it insured.

¶ 41 In addition, the record shows that UEIC's auto insurance application does not request ownership information. This is consistent with Hare's testimony that her broker never asked her if she owned the vehicle. The unsigned insurance application, which Hare claims she never saw, only required Hare to provide the name of the insured, any persons excluded from the policy and any persons who have resided in her home for the last five years who drive. While it is true that an insurance applicant has a duty to act in good faith and must provide the insurer with truthful responses (*American Country Insurance Co. v. Mahoney*, 203 Ill. App. 3d 453, 463 (1990)), in this case the application never requested and the insurance broker did not ask for the name of the van's titleholder, we cannot say that Hare failed to provide truthful responses when applying for insurance.

¶ 42 Under these facts, we agree with the circuit court that UEIC failed to show Hare made an intentional or material misrepresentation of automobile ownership in her application for automobile insurance sufficient to permit UEIC to rescind her insurance policy.

¶ 43 CONCLUSION

¶ 44 For the foregoing reasons, we affirm the judgment of the circuit court.

¶ 45 Affirmed.