MEMORANDUM DECISION

IN THE

Court of Appeals of Indiana

Bremni Onelio Villatoro LLC, Bremni Onelio Villatoro, and Lesly Yessenia Dominguez Reyes,

Appellants-Plaintiffs

v.

Progressive Commercial, and Progressive Southeastern Insurance Company,

Appellees-Defendants

April 5, 2024

Court of Appeals Case No.
23A-CT-2831

Appeal from the Marion Superior Court

The Honorable Gary L. Miller, Judge

Trial Court Cause No.
49D03-2101-CT-1668

Memorandum Decision by Judge Mathias
Judges Tavitas and Weissmann concur.

Mathias, Judge.

[1] Bremni Onelio Villatoro LLC, Bremni Onelio Villatoro, and Lesly Yessenia Dominguez Reyes (collectively "Villatoro") appeal the Marion Superior Court's declaratory judgment for Progressive Commercial and Progressive Southeastern Insurance Company (collectively "Progressive") following a bench trial. Villatoro raises several issues for our review, which we consolidate and restate as whether the trial court erred when it concluded that Villatoro's written rejection of UM and UIM coverage complied with Indiana Code section 27-7-5-2.

[2] We affirm.

Facts and Procedural History

[3] In January 2019, Villatoro, a native Spanish speaker, met with Miguel Medina Angel de la Cruz, an insurance broker who is also a native Spanish speaker. Villatoro explained to de la Cruz that he needed a commercial automobile insurance policy in order "to perform work for 84 Lumber[.]" Appellants' App. Vol. 2, p. 27. On January 22, Villatoro agreed to buy a Progressive policy to cover himself, as the sole insured, and a 2000 GMC truck he would be driving in conjunction with his business. The total policy premium was $876, to be paid in ten installments. Villatoro paid the initial installment of $195.20 on that date.

[4] On January 23, Villatoro signed and submitted: an EFT authorization for the future premium installments; an application agreement; and a document entitled "Rejection of Uninsured Motorist [("UM")] Coverage and/or Underinsured Motorist [("UIM")] Coverage." Ex. Vol. 3, p. 38. Those documents were each written in English, which Villatoro cannot read. Also on January 23, Progressive issued a certificate of insurance for the policy, which had listed as effective dates January 22, 2019, through January 22, 2020. On January 29, Progressive issued a declarations page showing Villatoro's coverage under the policy, which confirmed that he had "rejected" UM and UIM coverage. Ex. Vol. 4, p. 25. On January 31, Progressive notified Villatoro that, because he "chose corporate coverage," it was reissuing the policy under the business name[1] instead of his name. Appellants' App. Vol. 2, p. 31. In December 2019, Villatoro renewed the policy, with effective dates January 22, 2020, through January 22, 2021. His declarations page showing that renewal also confirmed that he had rejected UM and UIM coverage.

[5] On August 15, 2020, Villatoro was driving a truck covered under the Progressive policy when he was in a collision with an uninsured driver.[2] Reyes was a passenger in the truck. Progressive denied Villatoro's subsequent claims in light of his rejection of UM and UIM coverage. Accordingly, on January 18,

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[1] As the trial court found, Villatoro is the sole owner and principal of Bremni Onelio Villatoro, LLC.

[2] Over the course of the policy, Villatoro removed the GMC truck from coverage and added two other vehicles, including the one involved in the collision.

2021, Villatoro filed a complaint for declaratory judgment against Progressive and a second insurer, AmGuard Insurance Company.[3] Villatoro filed an amended complaint for declaratory judgment in March. Villatoro alleged in relevant part that he was entitled to UM coverage under the Progressive policy. Both parties moved for summary judgment, and the trial court denied those motions. Following a bench trial, the trial court concluded that Villatoro's rejection of UM and UIM coverage was valid and entered declaratory judgment for Progressive.

[6] The trial court's order included the following findings:

> 3. Villatoro remembers having an in-person conversation with Miguel Medina Angel de la Cruz (hereinafter "de la Cruz") when he purchased his commercial auto policy about what he needed to perform work for 84 Lumber.
>
> 4. Villatoro has no recollection of the January 22, 2019 transaction during which he applied for insurance, beyond meeting with Miguel Medina Angel de la Cruz to purchase the insurance policy and signing the insurance application.
>
> 5. Villatoro paid for the policy on January 22, 2019 but all of the documents Villatoro signed to obtain the policy—including the application agreement, electronic funds transfer authorization, and rejection of uninsured and underinsured motorist coverage, were dated 01-23-19 by Villatoro next to his signature on each document.

[3] AmGuard was dismissed by joint stipulation of the parties in November 2021.

6. The Rejection of Uninsured Motorist Coverage and/or Underinsured Motorist Coverage form Villatoro signed and dated 01-23-19 affirms he was offered uninsured motorist coverage, understood he may reject that coverage, understood that the coverage protects insureds under the policy who sustain bodily injury in an accident in which the owner or operator of a motor vehicle who is legally liable does not have insurance, and includes the following language:

> I understand and agree that this rejection shall be binding on all persons insured under the policy, and that this rejection shall also apply to any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless the first named insured, or authorized representative of the first named insured, submits a request to add the coverage and pays the additional premium.

7. Villatoro's application for a commercial insurance policy does not reflect any premium charges for uninsured or underinsured motorist coverage in the outline of coverage.

8. Villatoro signed the application agreement, which was written in English, and dated it 01-23-19.

* * *

10. Villatoro can't remember whether de la Cruz explained to him in 2018 or 2019 what uninsured motorist coverage is and he can't remember whether de la Cruz explained the form that he signed indicating his rejection of uninsured and underinsured motorist coverage for the commercial auto policy.

11. De la Cruz sold the policy to Villatoro. De la Cruz has no actual recollection of this specific transaction, and so bases his

testimony about the January 22, 2019 transaction on his understanding of the documents and related processes.

12. De la Cruz owns La Primera Taxes and Computers, a company that does 95% of its business with the Spanish community. In 2019, de la Cruz met with all his clients individually to complete insurance applications. Since de la Cruz explains policy forms to his clients, he doesn't inquire about whether the clients can read English before they sign the forms.

13. De la Cruz always communicated with Villatoro in their shared native language of Spanish and De la Cruz had no idea whether Villatoro could speak or read English. De la Cruz speaks Spanish to anyone who comes into his office speaking Spanish.

* * *

20. From the training he received to obtain his license to sell insurance, de la Cruz understands that Indiana requires that customers wanting to reject uninsured and underinsured motorist coverage must sign a form. De la Cruz explains that requirement to his customers.

21. De la Cruz does not recall Villatoro ever indicating to him that Villatoro did not understand what uninsured and underinsured motorist coverages are.

22. Although de la Cruz can't remember the specifics, he does recall having a lot of conversations with Villatoro about the policy coverage limits required for Villatoro to be able to perform work for 84 Lumber. De la Cruz remembers having a conversation with Villatoro about increasing the commercial auto policy limit from $500,000 to $1,000,000 as well as conversations about adding or removing drivers and vehicles from the policy.

23. Villatoro always initiated those conversations and de la Cruz always made the changes Villatoro requested.

24. The policy documents confirm multiple changes made to the applicable coverage after January 19, 2019, including: an increase in the combined single limit for liability to others from $500,000 to $1,000,000; the addition of a 2011 Ford Econo/Club Wgn and removal of a 2000 GMC Savana G3500 at Villatoro's request; the removal of a listed driver named Roelman Lopez Alfro at Villatoro's request; and the addition of a 1993 Toyota Pickup.

25. Progressive issued twelve Commercial Auto Insurance Coverage Summary Declarations Pages to Villatoro between January 29, 2019 and February 25, 2020. Each of those declarations pages shows in the outline of coverage that uninsured motorist coverage had been rejected and so no policy premium was charged for that coverage.

* * *

3. The Rejection of Uninsured Motorist Coverage and/or Underinsured Motorist Coverage Villatoro signed to confirm his rejection of both UM and UIM coverage comports with Indiana law and satisfies statutory requirements.

* * *

WHEREFORE, [the Progressive policy] doesn't afford UM coverage or benefits to Bremni Onelio Villatoro, LLC, or to Villatoro individually, or to any other person who may qualify as an insured under the policy. Therefore, Progressive has no obligation to provide UM benefits to Plaintiffs related to Villatoro's August 15, 2020 accident with Frank Nelson. Summary and declaratory judgment is granted to the Defendants and against the Plaintiffs.

> There being no just reason for delay, this is a final appealable judgment.

Id. at 28-36. This appeal ensued.

Discussion and Decision

[7] Villatoro presents a question of law, namely, whether his rejection of UM and UIM coverage comports with Indiana Code section 27-7-5-2. He appeals following a bench trial,[4] and the trial court issued findings and conclusions in support of its judgment for Progressive. Our standard of review in such appeals is well established:

> We may not set aside the findings or judgment unless they are clearly erroneous. In our review, we first consider whether the evidence supports the factual findings. Second, we consider whether the findings support the judgment. Findings are clearly erroneous only when the record contains no facts to support them either directly or by inference. A judgment is clearly erroneous if it relies on an incorrect legal standard. We give due regard to the trial court's ability to assess the credibility of witnesses. While we defer substantially to findings of fact, we do not defer to conclusions of law. We do not reweigh the evidence; rather we consider the evidence most favorable to the judgment with all reasonable inferences drawn in favor of the judgment.

[4] Villatoro asserts that the trial court entered summary judgment for Progressive, but that is incorrect. The trial court explicitly held a bench trial on Villatoro's complaint for declaratory judgment. While the court's judgment includes a single typo referring to "summary" judgment, the record is clear that the court did not enter summary judgment. Appellants' App. Vol. 2, p. 36.

State v. Int'l Bus. Machs. Corp., 51 N.E.3d 150, 158 (Ind. 2016) (citations and quotation marks omitted). Matters of statutory interpretation are reviewed de novo. *City of New Albany v. Bd. of Comm'rs of Cnty. of Floyd*, 141 N.E.3d 1220, 1223 (Ind. 2020). "This Court 'presumes that the legislature intended for the statutory language to be applied in a logical manner consistent with the statute's underlying policy and goals.'" *Id.* (quoting *Nicoson v. State*, 938 N.E.2d 660, 663 (Ind. 2010)).

[8] Indiana Code section 27-7-5-2 provides in relevant part that providers of motor vehicle insurance coverage must provide UM and UIM coverages "in limits at least equal to the limits of liability specified in the bodily injury liability provisions of an insured's policy, unless such coverages have been rejected *in writing* by the insured." (Emphasis added.) Further, the statute provides that

> (c) A rejection [of UM and/or UIM coverage] must specify:
>
> (1) that the named insured is rejecting:
>
> (A) the uninsured motorist coverage;
>
> (B) the underinsured motorist coverage; or
>
> (C) both the uninsured motorist coverage and the underinsured motorist coverage;
>
> that would otherwise be provided under the policy; and
>
> (2) the date on which the rejection is effective.

Id.

[9] As this Court has explained,

> Indiana Code section 27-7-5-2 is a mandatory coverage, full-recovery, remedial statute. *United Nat. Ins. Co. v. DePrizio*, 705 N.E.2d 455, 460 (Ind. 1999). Underinsured motorist coverage is designed to provide individuals with indemnification in the event negligent motorists are not adequately insured for damages that result from motor vehicle accidents, and it has generally been integrated into a given state's uninsured motorist legislation by modifying the definition of an "uninsured motorist." *Id.* at 459. Together with uninsured motorist coverage, the coverages serve to promote the recovery of damages for innocent victims of auto accidents with uninsured or underinsured motorists. *Id.* Given the remedial nature of these objectives, uninsured/underinsured motorist legislation is to be liberally construed. *Id.* Like all statutes relating to insurance or insurance policies, uninsured/underinsured motorist statutes are to be read in a light most favorable to the insured. *Id.*
>
> The statute is directed at insurers operating within Indiana and its provisions are to be "considered a part of every automobile liability policy the same as if written therein." *Id.* (citing *Ind. Ins. Co. v. Noble*, 148 Ind. App. 297, 265 N.E.2d 419, 425 (1970)). Moreover, "[e]ven where a given policy fails to provide such uninsured motorist coverage, the insured is entitled to its benefits unless expressly waived in the manner provided by law." *Id.* Accordingly, insurers can only avoid the coverage by obtaining a written rejection from their insured. *Liberty Mut. Fire Ins. Co. v. Beatty*, 870 N.E.2d 546, 549 (Ind. Ct. App. 2007).

Lee v. Liberty Mut. Fire Ins. Co., 121 N.E.3d 639, 644-45 (Ind. Ct. App. 2019), *trans. denied*.

[10] Here, the rejection form signed by Villatoro and dated January 23, 2019, stated as follows:

> **Rejection of Uninsured Motorist Coverage and/or Underinsured Motorist Coverage**
>
> I have been offered Uninsured Motorist Coverage and Underinsured Motorist Coverage. I understand that I may reject one or both of these coverages.
>
> I understand that Uninsured Motorist Coverage protects insureds under the policy who sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have insurance (an uninsured motorist). I understand that Underinsured Motorist Coverage protects insureds under the policy who sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have enough insurance (an underinsured motorist). Insureds, for purposes of this coverage, include any occupant of an insured auto, and when the named insured is a person, the named insured and named insured's resident relatives.
>
> *I understand* and agree that this rejection shall be binding on all persons insured under the policy, and *that this rejection shall also apply to any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless the first named insured, or authorized representative of the first named insured, submits a request to add the coverage and pays the additional premium*.
>
> (Please select only one option.)
>
> º Rejection of Uninsured Motorist Coverage
>
> º Rejection of Underinsured Motorist Coverage

º Rejection of Uninsured Motorist Coverage and Underinsured Motorist Coverage

Signature of first Named Insured or Authorized signatory of the Named Insured entity

Ex. Vol. 3, p. 38 (emphases added). To indicate Villatoro's choice, de la Cruz digitally checked the box rejecting both types of coverage and printed it out for Villatoro's signature.

[11] On appeal, Villatoro argues that his rejection of UM and UIM coverage is a nullity because it violates Indiana law in six ways. Initially, we decline to address three of Villatoro's arguments for a lack of an argument supported by cogent reasoning, relevant authority, and citations to the evidence presented at trial. *See* Ind. Appellate Rule 46(A)(8)(a). Specifically, we decline to consider Villatoro's arguments that: the written rejection form was required to include language that he was rejecting coverage *equal to* the liability coverage;[5] Progressive was required to include in the policy application an explicit offer of UM and UIM coverage *equal to* the liability limits;[6] and the computer-generated rejection form that he later signed did not qualify as a rejection "in writing" as required by the statute. Each of those arguments is entirely without merit, as the

[5] Villatoro does not cite any Indiana law that requires that the written rejection form contain this information.

[6] Villatoro does not cite any Indiana law that requires that this information be in writing, and Villatoro testified at trial that he did not recall anything specific from his conversation with de la Cruz when he purchased the insurance policy.

statute nor relevant case law supports those claims. We address Villatoro's remaining arguments in turn.

"Effective Date"

[12] As the parties stipulated, the "effective date" of Villatoro's insurance policy was January 22, 2019, despite the fact that Villatoro's application, EFT, and rejection of UM and UIM coverage were each dated January 23, 2019. Although neither party discusses it, it appears that Progressive issued an insurance binder, or temporary policy on January 22, pending Villatoro's return of his signed application and other documents. At the top of a document instructing Villatoro to return the signed application, EFT authorization, and written rejection of UM and UIM coverage, it states: "This information will *complete* your purchase of insurance." Ex. Vol. 4 p. 20 (emphasis added). Further, those instructions stated that a failure to return the requested items could result in a change in the premium. It is undisputed that Villatoro's policy premium was based on his *verbal* rejection of UM and UIM coverage on January 22.

[13] In any event, the effective date of the policy is unquestionably January 22, 2019. Villatoro argues that, because the written rejection form does not include the effective date of his rejection of UM and UIM coverage specifically, it does not comply with the statute and his rejection of that coverage is a nullity. We do not agree.

[14] "This Court 'presumes that the legislature intended for the statutory language to be applied in a logical manner consistent with the statute's underlying policy and goals.'" *City of New Albany*, 141 N.E.3d at 1223 (quoting *Nicoson*, 938 N.E.2d at 663). Here, Indiana Code section 27-7-5-2(c)(2) provides that a rejection of UM and/or UIM coverage must include "the date on which the rejection is effective." The obvious purpose of that subsection is to notify the insured that his policy excludes UM and/or UIM coverage as of a certain date. Here, Villatoro had no memory of his conversation with de la Cruz on January 22 regarding his level of coverage. The trial court found credible de la Cruz's testimony that the policy premium reflects a rejection of that coverage and that his practice would have been to explain that to Villatoro at the time. In any event, as the trial court found, Progressive issued twelve declarations pages to Villatoro between January 29, 2019, and February 25, 2020, each showing the policy period and explicitly indicating that both UM and UIM coverage had been "[r]ejected" by Villatoro. *See e.g.*, Ex. Vol. 3, p. 86.

[15] In other words, by the time of the collision in August 2020, Villatoro could have had no doubt that he was driving without UM or UIM coverage. Thus, the purpose of Indiana Code section 27-7-5-2(c)(2) was fulfilled by the declarations pages.[7] *See Krueger v. Hogan*, 780 N.E.2d 1199, 1203 (Ind. Ct. App. 2003) (holding purpose of notice of cancellation of insurance provision in

[7] We note that the effective date of a rejection of UM and UIM coverage would be an important element of a *change* in that coverage mid-way through a policy period. Here, however, where the rejection coincided with the beginning of a new policy term, there was no confusion.

statute fulfilled despite lack of required advance notice to insurance agent where insured had been notified). We hold that "the obvious legislative intent behind" the rejection of UM and UIM coverage statute "must prevail over and above any strict literal interpretation that might be offered." *Id.*

Rejection After Commencement of Coverage

[16] Villatoro next argues that, because the written rejection of UM and UIM coverage was signed one day after the effective date of his policy, his rejection occurred "after the commencement of coverage." Appellant's Br. at 45. And he maintains that the rejection statute imposes certain requirements that were not met here. Again, we do not agree.

[17] In support of this contention, Villatoro cites this Court's opinion in *Liberty Mutual Fire Insurance Company v. Beatty*, 870 N.E.2d 546 (Ind. Ct. App. 2007). In that case, Beatty had had an insurance policy with Liberty Mutual for "[s]everal years" when Indiana law regarding UM and UIM coverage changed. *Id.* at 548. As a result of the change, "UM/UIM coverage was already provided under the Beattys' umbrella policy." *Id.* at 550. During the "active coverage period" of his umbrella policy,[8] Liberty Mutual sent Beatty a document offering UM and UIM coverage for additional premiums, as well as the option to decline that coverage. *Id.* at 548. Beatty called his insurance agent, who advised Beatty to decline the coverage. Accordingly, Beatty signed and returned the rejection

[8] Beatty also had an automobile liability policy.

form. Later, Beatty was injured in a collision with an uninsured driver. Liberty Mutual paid Beatty $250,000 under his auto liability policy, but declined to pay his claim under the umbrella policy based on the rejection of UM coverage.

[18] On appeal, we held that the "language of the purported rejection was ambiguous at best [and] misleading at worst." *Id.* at 551. And we noted that "Liberty Mutual offered no consideration to change and remove a material element, i.e., the existing $1,000,000 UM/UIM coverage, of the Beattys' umbrella policy." *Id.* Thus, it was unclear whether "the existence or nonexistence of UM/UIM coverage was a negotiated term of the policy." *Id.* We concluded that "Liberty Mutual's presentation of an ambiguous rejection form to [Beatty] during the policy's term that asks whether he would like [to] give up existing coverage for which he has already paid, without consideration was ineffective to waive UM/UIM coverage." *Id.*

[19] Here, in essence, Villatoro argues that his new policy went into effect on January 22 and his rejection of UM and UIM coverage was not effective until January 23, when he signed the rejection form. And he contends that, like the lack of consideration in *Liberty Mutual*, "modification and consideration was absent from [his] purported rejection" of UM and UIM coverage here. Appellant's Br. at 55. In particular, he argues that

> [t]he evidence (including admission and stipulation) clearly shows that the purported rejection was obtained after the commencement of coverage, and as such, required a written modification and consideration, without which the rejection could not be considered a negotiated term of the policy. No

> modification or consideration accompanied the purported rejection, and for that reason, the purported rejection is properly null and void.

Id. at 56-57. Again, we do not agree.

[20] The undisputed evidence shows that Villatoro negotiated for a lower premium by rejecting the UM and UIM coverage. Villatoro did not have an existing policy requiring modification. Rather, Villatoro bought a brand new policy when he rejected UM and UIM coverage. And, regardless, Villatoro's argument is trivial and would not have impacted his coverage or his knowledge of his coverage on the date of the accident. Villatoro's reliance on *Liberty Mutual* is misplaced, and we reject his argument.

"Same Insured"

[21] Finally, Villatoro contends that Progressive was required to reoffer him UM and UIM coverage each time it changed the named insured on his policy. Villatoro maintains that Progressive's failure to do so renders the rejection of that coverage void. We do not agree.

[22] When the commercial policy was first issued on January 22, 2019, the named insured was erroneously listed as "Bremni Onelio Villatoro." And he signed the UM and UIM rejection form as the "Named Insured or Authorized signatory of the Named Insured entity." Ex. Vol. 3, p. 38. A few days later, when the January 31 declarations page was issued to Villatoro, "Bremni Onelio Villatoro, Inc." was listed as the named insured. But there was no such corporation.

Rather, Villatoro ran his business as an LLC. Accordingly, on April 24, 2019, Progressive changed the named insured to "Bremni Onelio Villatoro, LLC." With each name change, nothing else about the policy changed.

[23] Villatoro contends that, in light of the changes to the listed named insured on the policy, "the UM Statute required (i) a statutory reoffer of equal UM/UIM coverage to the new policy insured(s) and either (ii) their rejections or (iii) provision for equal coverage in the policy." Appellant's Br. at 58. In support, Villatoro cites Indiana Code section 27-7-5-2(b), which provides in relevant part that only a "named insured" can reject UM and UIM coverage and that,

> [f]ollowing rejection of either or both uninsured motorist coverage or underinsured motorist coverage, unless later requested in writing, the insurer need not offer uninsured motorist coverage or underinsured motorist coverage in or supplemental to a renewal or replacement policy *issued to the same insured* by the same insurer or a subsidiary or an affiliate of the originally issuing insurer. Renewals of policies issued or delivered in this state which have undergone interim policy endorsement or amendment do not constitute newly issued or delivered policies for which the insurer is required to provide the coverages described in this section.

(Emphasis added.) Villatoro argues that here, because the named insured was changed from Villatoro to the nonexistent corporation and again to the LLC, Progressive was required by statute to reoffer him UM and UIM coverage with each change. And he maintains that Progressive's failure to reoffer those coverages renders the rejection form void.

[24] In support of this contention, Villatoro relies on our opinion in *Skrzypczak v. State Farm Mutual Automobile Insurance Company*, 668 N.E.2d 291, 292 (Ind. Ct. App. 1996). In that case, State Farm had issued an insurance policy to the Appellant, but that policy was subsequently replaced by a "renewal" policy issued by a subsidiary of State Farm. We held that, because State Farm and the subsidiary were separate entities, and because the statute required any renewal to be issued by the "same insurer," the purported renewal policy was really a new policy, and the subsidiary was required to obtain a "separate written rejection" of UM and UIM coverage from the insured.[9] *Id.* at 295. Villatoro argues that the same reasoning applies here, where the LLC is not the "same insured" as Villatoro. In other words, Villatoro contends that Progressive issued a new policy each time it renamed the named insured.

[25] Once again, Villatoro reads too much into the statute. While the statute addresses the effect of "renewal" and "replacement" policies with respect to offers of UM and UIM coverage, it is silent regarding corrections of scriveners' errors, amendments made to policies, and the like. Indeed, here, the rejection form signed by Villatoro provided in part:

> I understand and agree that this rejection shall be binding on all persons insured under the policy, and that this rejection shall also apply to any renewal, reinstatement, substitute, *amended, altered, modified* or replacement policy with this company or any

[9] The statute has since been revised and provides that no additional rejection of UM and UIM coverage would be required under those circumstances.

> affiliated company, unless the first named insured, or authorized representative of the first named insured, submits a request to add the coverage and pays the additional premium.

Ex. Vol. 3, p. 38 (emphasis added). Further Indiana Code section 27-7-5-2(b) provides that "[a] rejection of coverage under this subsection by a named insured is a rejection on behalf of all other named insureds, all other insureds, and *all other persons entitled to coverage under the policy*." (Emphasis added.)

[26] It is undisputed that, whether Villatoro was the named insured or the LLC was the named insured, Villatoro would have been the signatory to the rejection form. As the trial court found, Villatoro is the "sole owner and principal of Bremni Onelio Villatoro, LLC," and, thus, "Villatoro had actual and apparent authority to bind his company to a rejection of UM coverage." Appellants' App. Vol. 2, p. 34. After Progressive issued the commercial policy to Villatoro naming the insured "Bremni Onelio Villatoro," it quickly realized its mistake and renamed the insured to reflect the LLC. In any event, only Villatoro "had the authority to accept or reject the uninsured and underinsured coverage offered by Progressive." *See Little v. Progressive Ins.*, 783 N.E.2d 307, 313 (Ind. Ct. App. 2003) (explaining that only a named insured can accept or reject UM and UIM coverage), *trans. denied*.

[27] As the trial court found, the statute provides that Villatoro's rejection of UM and UIM coverage applied to "all other persons entitled to coverage under the policy," and the evidence shows that a single policy was issued to Villatoro. Appellants' App. Vol. 2, p. 34. The subsequent amendments to that policy

renaming the named insured were not substantive changes but merely corrected what amount to scriveners' errors. The purpose of the statute was fulfilled, namely, a rejection of UM and UIM coverage by the only person who had the authority to reject the coverage on behalf of the LLC. *See Krueger*, 780 N.E.2d at 1203. Villatoro has not shown that the trial court erred when it found that the rejection form applied to the amended policy naming the LLC.

Conclusion

[28] Indiana Code section 27-7-5-2 provides that every auto insurance policy sold in Indiana includes UM and UIM coverage unless it is rejected, in writing, by the named insured. The rejection must specify that the named insured is rejecting UM and/or UIM coverage that would otherwise be provided under the policy and the date on which the rejection is effective. *Id.* Here, Villatoro applied for and received a new policy and was given the option to accept or reject UM and UIM coverage. Villatoro signed a rejection form that included a thorough description of UM and UIM coverage, and he signed it as the "Named Insured or Authorized signatory of the Named Insured entity." Ex. Vol. 3, p. 38. While the named insured on the policy was erroneously listed as "Bremni Onelio Villatoro" at its inception, that error was corrected within a few months, and the correction was nothing more than an amendment to the policy. Villatoro was the sole person authorized to sign the rejection form on behalf of the LLC, so the purpose of the statute was fulfilled when he signed it both as the "Named Insured" and the "Authorized signatory of the Named Insured entity." *Id.* The trial court did not err when it entered declaratory judgment for Progressive.

[29] Affirmed.

Tavitas, J., and Weissmann, J., concur.

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