

South Carolina to Mr. Faulker). Mere possession or right to use property does not create an insurable interest in it. Sapp v. Georgia Farm Bureau Mut. Ins., 206 Ga. App. 209 (1992).

Pursuant to O.C.G.A. § 33-24-4: "No insurance contract on property or of any interest therein or arising therefrom shall be enforceable except for the benefit of persons having, at the time of the loss, an insurable interest in the things insured." Thus, an insured must have an insurable interest in covered property in order to enforce a contract of insurance on that property. The Plaintiff has failed to produce the title to the subject vehicle and stated in her deposition that she never had the vehicle registered or obtained a new certificate of title. The Plaintiff has failed to establish an insurable interest in the vehicle. Thus, the Plaintiff did not have a lawful interest, right or title to the 2008 Jeep Wrangler named in her GEICO policy.

The Defendant agreed to settle the case for the value of the vehicle upon the condition that the Plaintiff presents a valid title with her name and signature. The Plaintiff failed to comply with the terms of the settlement. For the foregoing reasons, the Court hereby **DENIES** the Plaintiff's Motion to Enforce Settlement.

SO ORDERED, this 15 day of December, 2014.


Judge Patsy Y. Porter
State Court of Fulton County