

2026 WL 2828652

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Supreme Court of Georgia.

Jack CRAVENS

v.

Ashleigh A. SLAUGHTER et al. (Two Cases)

Nos. S25G1446, S25G1447

|

Argued: June 16, 2026

|

Decided: September 22, 2026

Synopsis

Background: Motorist whose shoulder was injured when his vehicle was rear-ended by driver's vehicle brought action against driver, driver's employers, and others, asserting claims for negligence, negligent hiring and retention, negligent entrustment, vicarious liability, and punitive damages arising from automobile accident. Before suit, motorist sought to settle his liability claims for the limits of the liability policy covering the vehicle driven by driver and also sought to settle his uninsured/underinsured motorist (UM) claim under his own policy. After motorist later settled the UM claim, defendants moved to enforce alleged settlement of the liability claims. After initially concluding that motorist had reached settlement of his liability claims, the State Court, Henry County, [Lotti, J.](#), granted motorist's motion for reconsideration and denied defendants' motion to enforce settlement. Defendants sought, and were granted, interlocutory review. The Court of Appeals, [375 Ga.App. 642, 917 S.E.2d 224](#), reversed and remanded. Motorist petitioned for writ of certiorari, which was granted.

Holdings: The Supreme Court, [Bethel, J.](#), held that:

[1] UM settlement did not, by operation of exhaustion requirement alone, establish that motorist had settled liability claims against defendants, and

[2] neither cited insurance statutes nor public policy required exhaustion of at-fault driver's liability coverage before motorist and motorist's UM insurer could settle UM claim.

Vacated and remanded with direction.

Procedural Posture(s): Petition for Writ of Certiorari; Interlocutory Appeal; Motion to Enforce Settlement; Motion to Dismiss.

West Headnotes (8)

[1] **Insurance** 🔑

The purpose of uninsured/underinsured motorist (UM) coverage is to place the injured insured in the same position as if the offending uninsured motorist were covered with liability insurance. [Ga. Code Ann. § 33-7-11](#).

[2] **Insurance** 🔑

Uninsured/underinsured motorist (UM) insurance guarantees coverage to facilitate indemnification for injuries to a person who is legally entitled to recover damages from an uninsured or underinsured motorist, and thereby to protect innocent victims from the negligence of irresponsible drivers. [Ga. Code Ann. § 33-7-11](#).

[3] **Insurance** 🔑

Statutory provision barring uninsured/underinsured motorist (UM) carrier from prohibiting claimant from settling liability claim or requiring claimant to obtain UM carrier's permission before settling liability claim does not set forth an exhaustion requirement. [Ga. Code Ann. § 33-24-41.1\(c\)](#).

[4] **Appeal and Error** 🔑

An appellate court's review of the enforceability of a settlement agreement is de novo.

[5] **Insurance** 🔑

So-called exhaustion requirement, meaning requirement recognized in decisional law that injured plaintiff first exhaust available coverage

under at-fault driver's liability policy before recovering uninsured/underinsured motorist (UM) benefits in lawsuit against UM carrier, did not preclude motorist and UM insurer from settling motorist's UM claim arising from rear-end collision before motorist exhausted at-fault driver's liability coverage, and thus UM settlement did not, by operation of exhaustion requirement alone, establish that motorist had settled liability claims against driver and employers. [Ga. Code Ann. §§ 33-7-11, 33-24-41.1](#).

[6] **Insurance** 🔑

An uninsured/underinsured motorist (UM) policy is a contract for insurance, and the terms of the UM policy govern the timing and conditions under which payment may be obligated, within the confines of the law.

[7] **Insurance** 🔑

Georgia statutes defining “uninsured motor vehicle” and kinds and amounts of uninsured/underinsured motorist (UM) coverage, providing for subrogation and statutory bad-faith failure to settle UM claims, and setting settlement requirements when motor-vehicle-accident coverage exists under more than one insurance carrier do not require exhaustion of at-fault driver's liability coverage before UM claim may be settled and have no bearing on whether claimant may settle UM claim before settling liability claim. [Ga. Code Ann. §§ 33-7-11\(b\)\(1\)\(D\)\(ii\)\(I, II\), 33-7-11\(f, j\), 33-24-41.1\(a-c\)](#).

[8] **Insurance** 🔑

Specific statutory authorization was not required for motorist and his insurer to settle motorist's uninsured/underinsured motorist (UM) claim arising from rear-end collision, which motorist alleged caused damages exceeding at-fault driver's liability policy limits, before motorist exhausted at-fault driver's liability coverage; parties were allowed to contract unless prohibited by statute or public policy, and

permitting settlement of UM claims did not injure public interest so as to warrant interfering with freedom to contract. [Ga. Code Ann. §§ 13-8-1, 13-8-2](#).

On Writ of Certiorari from the Court of Appeals, Nos. A25A0217, A25A0228

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Opinion

[Bethel](#), Justice.

***1** Under Georgia law, when a plaintiff is injured in a car accident and the at-fault driver's liability insurance is insufficient to cover the full extent of the plaintiff's asserted damages, the plaintiff may be entitled to recover under the uninsured motorist provision of his own insurance policy. Our decisional law has previously recognized some requirements with which an injured plaintiff must comply in order to recover uninsured motorist benefits in such a situation, including that he must first exhaust available coverage under the at-fault driver's liability policy. We granted certiorari in this case to address the application of an exhaustion requirement in the context of a motion to enforce a settlement agreement, specifically whether a plaintiff must exhaust

the available liability coverage under the at-fault driver's policy before *settling* his claim against his own insurer for uninsured motorist benefits. For the reasons explained below, we conclude that the Court of Appeals was wrong to apply an exhaustion requirement in the context of this case, so we vacate that court's decision and remand this case for further proceedings.

1. *Facts and Procedural History*

While driving a vehicle owned by her employer, Ashleigh Slaughter rear-ended a vehicle driven by Jack Cravens. Later, Cravens, who asserts that he suffered a shoulder injury and incurred medical expenses exceeding \$150,000 as a result of the collision, sent a pre-litigation demand to Auto-Owners Insurance Company, the insurer of the vehicle driven by Slaughter, seeking to settle his bodily injury claims for the policy's \$50,000 liability limits. In response to that demand, Auto-Owners transmitted to Cravens's counsel a check for the liability limits and a proposed limited liability release.

Because the at-fault driver's liability policy did not cover the full amount of his asserted damages, Cravens also sent a pre-litigation demand to his own uninsured/underinsured motorist (UM) insurance carrier, which was also Auto-Owners, seeking to settle his claims for the \$100,000 limits of his personal UM policy. This second demand letter indicated in its opening paragraph that Auto-Owners “already offered to pay [its] limits of \$50,000 in exchange for a limited release” and included copies of the unendorsed check and unexecuted release that Auto-Owners had provided to Cravens's counsel. Auto-Owners responded by accepting the UM demand. The adjuster then emailed Cravens's counsel a release for the liability claim, but Cravens's counsel responded that that claim had not yet settled.

Despite these settlement communications, Cravens filed suit against Slaughter and her employers, among others, for claims related to the automobile accident. Several months after filing suit, Cravens settled his UM claim with Auto-Owners.¹ Slaughter and her employers thereafter asked the trial court to enforce the parties’ earlier settlement negotiations concerning the liability insurance policy, emphasizing the fact that Cravens had Auto-Owners’ check and proposed release sent as part of his first demand to secure the UM settlement. Following protracted litigation, the particulars of which are unnecessary to recite here,² the trial court denied those requests. Slaughter and her fellow

defendants sought, and were granted, interlocutory review by the Court of Appeals.

*2 Upon review, the Court of Appeals concluded that the parties had, in fact, reached an enforceable settlement agreement. See *Slaughter v. Cravens*, 375 Ga. App. 642, 917 S.E.2d 224 (2025). In reaching that conclusion, the Court of Appeals “consider[ed] all the facts and circumstances, including the communications between the parties and the conduct of Cravens's attorney[.]” *Id.* at 650, 917 S.E.2d 224. The Court of Appeals found “most important[]” the fact that “Cravens's counsel utilized the purported settlement of [Cravens's] liability claims when he sought settlement from Auto-Owners as the UM carrier.” *Id.* at 650–51, 917 S.E.2d 224. This fact was so critical because, the Court of Appeals explained, “exhaustion of the liability benefits is a condition precedent to obtaining UM benefits” and, as a result, Cravens “could only settle the UM claims if there had been an exhaustion of liability benefits, which, under the facts of this case, would mean the liability claims had settled.” *Id.* at 651, 917 S.E.2d 224. And because “Auto-Owners was both the liability and UM carrier,” the Court of Appeals concluded, Auto-Owners “objectively would have understood” Cravens to have accepted settlement of the liability claim in light of his efforts to settle the UM claim. *Id.* In reaching that conclusion, the Court of Appeals relied on this Court's decisions in *Daniels v. Johnson*, 270 Ga. 289, 509 S.E.2d 41 (1998); *Thompson v. Allstate Ins. Co.*, 285 Ga. 24, 673 S.E.2d 227 (2009); and *Carter v. Progressive Mountain Ins.*, 295 Ga. 487, 761 S.E.2d 261 (2014).

We granted certiorari in this case to review that holding, including the Court of Appeals’ reliance on the so-called exhaustion requirement to identify an enforceable settlement agreement. Specifically, we asked the parties to address: (1) whether an injured person and his motor vehicle insurance company are required to exhaust the injured person's claims against the tortfeasor's liability coverage before settling his claim for UM benefits, and (2) if so, what the legal basis for that requirement is. As we discuss below, the so-called exhaustion requirement finds its roots in this Court's decisional law, but the context in which that requirement has been applied is not present in this case. So that decisional law is inapplicable here, and the Court of Appeals erred by relying on it to reverse the trial court's order. Nor is there any other legal basis, either in statutory or decisional law, for applying an exhaustion requirement in this case. Therefore, the Court of Appeals was wrong to conclude that an exhaustion requirement was dispositive of the motion to

enforce the settlement agreement. So we vacate that court's decision and remand this case for further proceedings.³

2. Legal Principles

[1] [2] We begin with a review of some of the basics of Georgia insurance law to aid our consideration of the substantive issue raised in this case. Georgia has implemented a mandatory automobile liability insurance system, which requires all automobile owners to carry liability insurance on automobiles operated in this state. See *OCGA §§ 33-34-3, 33-34-4*. Georgia statutory law also requires that automobile liability policies issued in this state provide coverage for damages caused by a driver who has inadequate liability insurance, unless the insured rejects that coverage in writing. See *OCGA § 33-7-11(a)(1), (a)(3)*. The purpose of UM coverage is “to place the injured insured in the same position as if the offending uninsured motorist were covered with liability insurance.” *State Farm Mut. Auto. Ins. Co. v. Adams*, 288 Ga. 315, 316–17, 702 S.E.2d 898 (2010) (cleaned up). Thus, UM insurance guarantees “coverage to facilitate indemnification for injuries to a person who is legally entitled to recover damages from an uninsured [or underinsured] motorist, and thereby to protect innocent victims from the negligence of irresponsible drivers.” *Id.* And where, as here, a plaintiff's asserted damages exceed the limits of the at-fault driver's liability coverage, the plaintiff may be entitled to recover against his own UM coverage for those excess damages. See *OCGA §§ 33-7-11(b)(1)(D)* (defining “[u]ninsured motor vehicle” and providing for the amount of available coverages⁴); 33-24-41.1 (addressing and establishing procedures for settlement of motor vehicle accident claims when coverage exists under more than one insurance carrier). See also *Daniels*, 270 Ga. at 290, 509 S.E.2d 41 (“the legislature enacted *OCGA § 33-24-41.1* ... to make meaningful the ability of a claimant to settle with the tortfeasor's insurance carrier while preserving his UM claim”).

*3 In the context of a plaintiff's legal action against his UM carrier to recover such damages, defenses are available to the UM carrier that contests its obligation to pay, including the plaintiff's “failure to comply with a condition precedent to recovery of UM benefits.” *Thompson*, 285 Ga. at 25, 673 S.E.2d 227. Among these conditions precedent is the so-called exhaustion requirement. This Court first recognized an exhaustion requirement in *Daniels*, 270 Ga. at 290, 509 S.E.2d 41. There, we approved the Court of Appeals' holding that, under *OCGA §§ 33-7-11* (defining “uninsured motor

vehicle”) and 33-24-41.1 (authorizing an injured plaintiff to settle with the tortfeasor's liability insurance carrier while still preserving his own UM claim), “a party must exhaust available liability coverage before recovering under a UM policy.” *Daniels*, 270 Ga. at 290, 509 S.E.2d 41. In other words, an injured plaintiff must resolve his liability claim against the at-fault driver for the limits of that policy before proceeding against his UM insurer for any excess damages.

That conclusion, however, was largely untethered to an analysis of the actual language of the cited statutes.⁵ See *State v. Wierson*, 321 Ga. 597, 600, 916 S.E.2d 389 (2025) (“we may not read into a statute language that the General Assembly did not enact”). Instead, we summarily concluded that the version of *OCGA § 33-7-11(b)(1)(D)(ii)* then in effect “specifically contemplates exhaustion by limiting the definition of uninsured to ‘the difference between the available coverages under the bodily injury liability insurance ... and the limits of the uninsured motorist coverage.’ ” *Daniels*, 270 Ga. at 290, 509 S.E.2d 41.

But that subsection we relied on in *Daniels* as providing a basis for an exhaustion requirement meant something different. Under the version of *OCGA § 33-7-11* that was in effect at the time that case was decided, subsection (b)(1)(D)(ii) defined an uninsured vehicle as that to which there was liability coverage, but for an amount less than the limits of the UM policy. In such instances, the motor vehicle was considered to be uninsured for the difference between the liability policy limit and the UM policy limit.⁶ See Ga. L. 1998, p. 1064 § 3.

*4 Regardless, we went on in *Daniels* to conclude that “a settlement for the limits as stated in the policy satisfies the exhaustion requirement.” 270 Ga. at 290, 509 S.E.2d 41. That conclusion likewise did not flow from an analysis of the statutory text but rather from consideration of the legislative history and purpose of *OCGA § 33-24-41.1* and the requirements for maintaining an action against a UM carrier found in decisional law pre-dating the passage of that statute:

The legislature enacted *OCGA § 33-24-41.1* in 1992 to make meaningful the ability of a claimant to settle with the tortfeasor's insurance carrier while preserving his UM claim. Prior to its enactment, a UM carrier was entitled to insist on a judgment in excess of the liability policy limits before fixing coverage under its policy. Therefore, a claimant could not maintain an action against his own UM carrier if he had settled with the tortfeasor's carrier without

the agreement of the UM carrier. [OCGA § 33-24-41.1\(c\)](#) changed this circumstance by expressly providing that UM policies cannot require permission of the UM carrier before a claimant settles with a liability carrier. ... In enacting [OCGA § 33-24-41.1](#), the legislature carefully preserved the exhaustion requirement by providing that a limited release under one policy will not comprise the claim under other policies when the settlement is for “the limits of such policy.”

[3] *Daniels*, 270 Ga. at 290–91, 509 S.E.2d 41 (cleaned up). And while [Section 33-24-41.1\(c\)](#), which has been substantively unchanged since *Daniels*, provides that a UM carrier shall not prohibit a claimant from settling a liability claim or require that the claimant first seek permission from the UM carrier before settling, the statute does not set forth an exhaustion requirement.⁷

However, we have twice reaffirmed the reading of the relevant statutes in *Daniels*, though without any further consideration of the statutory language itself. See *Carter*, 295 Ga. at 489, 761 S.E.2d 261 (“The Court of Appeals was correct that the legislative scheme for uninsured motorist insurance requires that a party must exhaust available liability coverage before recovering under a UM policy.” (cleaned up)); *Thompson*, 285 Ga. at 26, 673 S.E.2d 227 (“This Court has already held, as a matter of statutory construction, that a party must exhaust available liability coverage before recovering under a UM policy, and that a plaintiff may pursue his UM claim if he settles for the limits of the policy as stated in the policy and executes a limited release in accordance with [OCGA § 33-24-41.1](#).” (cleaned up)). And it is on those decisions that the Court of Appeals predicated its holding in this case.

3. Analysis

(A) *Daniels* and its progeny

[4] Returning to the particulars of this case, the issue before the Court of Appeals was whether the parties had reached an enforceable settlement agreement with respect to Cravens's liability claims. An appellate court's review of the enforceability of a settlement agreement is de novo. *Allen v. Sea Gardens Seafood*, 290 Ga. 715, 717, 723 S.E.2d 669 (2012). As we detailed above, the Court of Appeals concluded that the parties indeed had reached an enforceable agreement based on this Court's holdings in *Daniels*, *Carter*, and *Thompson*, reasoning that, because exhaustion of liability coverage is a prerequisite to recovering under a UM policy and because Cravens and Auto-Owners had previously settled

his UM claim, the liability claim had necessarily settled. 375 Ga. App. at 650–51, 917 S.E.2d 224. And Slaughter urges us to adopt that analysis here. But that reasoning was erroneous because it overlooks the context in which *Daniels* and its progeny applied an exhaustion requirement that is not present in this case.

*5 [5] [6] The questions in *Daniels* were whether a plaintiff could recover under a UM policy before exhausting available liability coverage, and if so, whether a settlement for the limits of a liability policy as stated in that policy satisfied that requirement. See *Daniels*, 270 Ga. at 289–91, 509 S.E.2d 41. Those questions arose in the context of a lawsuit against the plaintiff's UM carrier, and the trial court granted the carrier summary judgment because the plaintiff had “failed to exhaust [liability] coverage, a condition precedent to the UM claim” against the carrier. *Id.* at 290, 509 S.E.2d 41. We affirmed the Court of Appeals' conclusion that a party must exhaust available liability coverage before recovering under a UM policy and then held that the settlement of the liability claim met that exhaustion requirement. See *id.* at 291, 509 S.E.2d 41. So *Daniels*' holdings addressed the existence of the exhaustion requirement and what counts as “exhaustion.” *Daniels* did not address the scope of potential actions with respect to UM insurance that are hindered until that exhaustion occurs, including settlement of UM claims. And although *Daniels* must necessarily be read to preclude seeking recovery of UM benefits in a lawsuit before exhausting available liability coverage, nothing in its sparse reasoning or factual context necessarily extends that holding to preclude settlement of UM claims before exhausting liability coverage. As a result, *Daniels* does not control that question, and neither do *Thompson* or *Carter*, which merely restated *Daniels*' holding and applied it (like *Daniels*) in the context of a lawsuit seeking to recover UM benefits. See *Thompson*, 285 Ga. at 25–28, 673 S.E.2d 227; *Carter*, 295 Ga. at 487–90, 761 S.E.2d 261. To the extent the Court of Appeals read the holdings of these cases to extend beyond the litigation posture specific to those cases – which did not involve settlement offers – it erred in doing so.⁸

(B) *Statutory Arguments*

[7] Having concluded that *Daniels*, *Thompson*, and *Carter* do not control the analysis here, the question then becomes whether there is any other legal basis for applying an exhaustion requirement in the context of this case. Slaughter and her co-defendants argue that certain statutes constitute “legislative sequencing of liability and UM insurance

payments” such that an exhaustion requirement that controls the timing and terms of the settlement of UM claims can be gleaned from those statutes’ legislative intent, at least when they are collectively considered. However, the statutes Appellees appear to rely on⁹ are silent on the timing and terms of an offer to settle a UM claim. That is, consideration of these statutes — both individually and as a whole — does not reveal that exhaustion is required before a UM claim may be settled. See *Deal v. Coleman*, 294 Ga. 170, 172, 751 S.E.2d 337 (2013) (“We must presume that the General Assembly meant what it said and said what it meant.” (quotation marks omitted)). Rather, the statutes do something else. Generally speaking, Section 33-7-11(b)(1)(D)(ii)(I) & (II) defines an uninsured vehicle and explains the kinds and amounts of UM coverage that an injured driver might have when there is also an at-fault driver. Section 33-7-11(f) & (j) generally provides for subrogation under certain circumstances and provides for statutory bad faith failure to settle UM claims. And while Appellees argue that these subsections may result in less money for the injured party and could encourage premature settlement of UM claims, Appellees point to nothing in the record that would support these assertions here. Finally, Section 33-24-41.1(a)–(c) sets forth certain requirements for settlement under conditions not present here. Accordingly, these statutes have no bearing on whether a party can settle a UM claim before his liability claim.

*6 [8] Appellees also argue that if the General Assembly had wanted to allow UM settlements before a liability policy was exhausted, it could have specifically done so. But that argument turns on its head the principle that parties are allowed to contract unless prohibited by statute or public

policy. See *Jones v. Jones*, 280 Ga. 712, 714, 632 S.E.2d 121 (2006) (“It is general contract law in Georgia that parties are free to contract about any subject matter, on any terms, unless prohibited by statute or public policy, and injury to the public interest clearly appears.”). Cf. OCGA §§ 13-8-1, 13-8-2. And although Appellees argue that making fault “a meaningful aspect of the prioritization of payout” makes an exhaustion requirement good public policy, we fail to see how permitting settlement of UM claims injures the public interest, especially in light of “the bedrock public policy of freedom to contract.” *Nat’l Cas. Co.*, 304 Ga. at 231, 818 S.E.2d 250. Accordingly, we see no basis for interfering with that freedom here.

4. Conclusion

Because the Court of Appeals hinged its analysis on the notion that the offer to settle the UM claim must have been made in accordance with the so-called exhaustion requirement set forth in *Daniels* and its progeny — that is, that the offer could not have been made unless the liability claim had first been settled — we vacate its decision and remand the case for reconsideration in light of this clarification in the law surrounding exhaustion.¹⁰ Accordingly, we do not reach the issue of whether there was a settlement here.¹¹

Judgment vacated and case remanded with direction.

All the Justices concur except Peterson, C.J., disqualified.

All Citations

--- S.E.2d ----, 2026 WL 2828652

Footnotes

- 1 Though Auto-Owners was not named as a defendant in the lawsuit, the complaint was served on Auto-Owners, and Auto-Owners filed its own answer and affirmative defenses. Auto-Owners was subsequently dismissed from the case after settling Cravens’s UM claim.
- 2 The Court of Appeals included a detailed recitation of the trial court proceedings in its decision. See *Slaughter v. Cravens*, 375 Ga. App. 642, 644–47, 917 S.E.2d 224 (2025).
- 3 We appreciate the thoughtful amici briefs filed by Ashby Thelen Lowry; Law Offices of Jeffrey D. Diamond; Brodhead Law LLC; Butler Kahn; Litner Deganian PC; Hasty Pope LLC; Protentis Law LLC; Shiver Hamilton Campbell LLC; and the Georgia Defense Lawyers Association.
- 4 Georgia law recognizes two kinds of UM coverage: stacked and non-stacked. With stacked coverage, the UM coverage is added to the at-fault driver’s available liability coverage. See OCGA § 33-7-11(b)(1)(D)(ii)(I). So, for example, if the at-fault driver has a \$25,000 liability policy and the injured driver has a stacked \$50,000 UM policy, then the injured driver has a total pool of \$75,000 in available coverage. With non-stacked coverage, the amount of the at-fault driver’s available

liability coverage is subtracted from the insured's total UM coverage, and the insured gets only the difference under the UM policy. See [OCGA § 33-7-11\(b\)\(1\)\(D\)\(ii\)\(II\)](#). So returning to our hypothetical of an at-fault driver carrying a \$25,000 liability policy but the injured driver carrying a non-stacked \$50,000 UM policy, the total pool in the non-stacked scenario would be \$50,000 — made up of the \$25,000 liability policy and the \$25,000 UM coverage. Under [Section 33-7-11](#), stacked coverage is the default choice in Georgia. See [OCGA § 33-7-11\(b\)\(1\)\(D\)\(ii\)\(I\)](#).

5 It appears that the exhaustion requirement discussed in [Daniels](#) may have been a contractual provision. That is, it was a condition precedent under the UM provision of the specific insurance policy at issue in the case. See [270 Ga. at 290, 509 S.E.2d 41](#). See also [Daniels v. Johnson](#), [226 Ga. App. 789, 790, 487 S.E.2d 504 \(1997\)](#) (“The trial court granted summary judgment to Auto-Owners on its claim that the Daniels had not fulfilled a condition precedent to coverage under its underinsured provision, i.e., exhaustion of benefits from other available insurance.”), reversed on other grounds, [270 Ga. 289, 509 S.E.2d 41 \(1998\)](#).

6 The version of [Section 33-7-11\(b\)\(1\)\(D\)\(ii\)](#) then in effect provided:

“Uninsured motor vehicle” means a motor vehicle, other than a motor vehicle owned by or furnished for the regular use of the named insured, the spouse of the named insured, and, while residents of the same household, the relative of either, as to which there is: ... (ii) Bodily injury liability insurance and property damage liability insurance which available coverages are less than the limits of the uninsured motorist coverage provided under the insured's insurance policy, but the motor vehicle shall only be considered to be uninsured for the amount of the difference between the available coverages under the bodily injury liability insurance and property damage liability insurance coverages on such motor vehicle and the limits of the uninsured motorist coverage provided under the insured's motor vehicle insurance policy; and for this purpose available coverages under the bodily injury liability insurance and property damage liability insurance coverages on such motor vehicle shall be the limits of coverage less any amounts by which the maximum amounts payable under such limits of coverage have, by reason of payment of other claims or otherwise, been reduced below the limits of coverage[.]

7 The version of [Section 33-24-41.1\(c\)](#) then in effect provided:

No policy of uninsured or underinsured motorist coverage issued in this state after July 1, 1994, shall prohibit any claimant from settling any claim with a liability carrier as provided in subsection (a) of this Code section or require the permission of the uninsured or underinsured motorist carrier to so settle any claim with the liability carrier.

8 Because [Daniels](#), [Thompson](#), and [Carter](#) are inapplicable here, we do not address whether their holdings requiring that a plaintiff exhaust liability coverage in order to maintain an action against his UM carrier were correct or whether those decisions survive a stare decisis analysis. See [Wasserman v. Franklin County](#), [320 Ga. 624, 645, 911 S.E.2d 583 \(2025\)](#) (“When we consider whether to follow one of our past decisions, stare decisis is the strong default rule.” (quotation marks omitted)). So we leave those issues for another day.

Of course, this should not be read as casting doubt on the notion that a UM carrier can contract for the exhaustion of available liability coverage as a prerequisite to UM coverage, as seems to have been the case in [Daniels](#). Indeed, a UM policy is a contract for insurance, and the terms of the UM policy govern the timing and conditions under which payment may be obligated, within the confines of the law. See [Nat'l Cas. Co. v. Ga. School Bds. Ass'n-Risk Mgmt. Fund](#), [304 Ga. 224, 228–29, 818 S.E.2d 250 \(2018\)](#) (“Georgia law provides that insurance companies are generally free to set the terms of their policies as they see fit so long as they do not violate the law or judicially cognizable public policy.” (quotation marks omitted)); [State Farm Mut. Auto. Ins. Co. v. Bd. of Regents of Univ. System](#), [226 Ga. 310, 311, 174 S.E.2d 920 \(1970\)](#) (a UM insurer's obligation to provide coverage “is a contractual obligation arising under the policy of insurance”).

9 Appellees appear to rely on [OCGA §§ 33-7-11\(b\)\(1\)\(D\)\(ii\)\(I\)–\(II\)](#); [33-7-11\(f\) & \(j\)](#); and [33-24-41.1\(a\)–\(c\)](#).

10 We deny Slaughter's motion to dismiss this appeal as improvidently granted.

11 We leave the question of whether there was a settlement under the facts of this case for the Court of Appeals to resolve.

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