

**FIRST DIVISION
BARNES, P. J.,
MARKLE and HODGES, JJ.**

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October 21, 2026

In the Court of Appeals of Georgia

**A26A0900. TAYLOR v. OCEAN HARBOR CASUALTY
INSURANCE COMPANY.**

HODGES, Judge.

This appeal arises from a dispute over insurance coverage related to a motor vehicle collision involving a drunk driver. Meagan Taylor, who was injured in the collision, sued the drunk driver’s insurer, Ocean Harbor Casualty Insurance Company (“Ocean Harbor”). Ocean Harbor filed a motion to dismiss for lack of personal jurisdiction, and the parties filed cross-motions for summary judgment. Following a hearing at which no testimony was presented, the trial court granted Ocean Harbor’s motion to dismiss for lack of personal jurisdiction and its motion for summary judgment, and denied Taylor’s motion for summary judgment. Taylor appeals. She argues that the trial court erred in finding that Ocean Harbor was not subject to

personal jurisdiction in Georgia. She also argues that the trial court erred in denying her motion for summary judgment by finding that Ocean Harbor was not subject to the minimum coverage requirements of the Georgia Motor Vehicle Accident Reparations Act, OCGA § 33-34-1 et seq. (the “Reparations Act”), and in granting Ocean Harbor’s motion for summary judgment on the issues of whether the company was transacting insurance in Georgia and whether it was under “common control” with a company authorized to transact insurance in Georgia, again in the context of whether the Reparations Act applies. For the reasons that follow, we affirm.

[W]here, as here, a motion [to dismiss] is resolved based solely upon written submissions, the reviewing court is in an equal position with the trial court to determine the facts and therefore examines the facts under a non-deferential standard, and we resolve all disputed issues of fact in favor of the party asserting the existence of personal jurisdiction.

Intercontinental Servs. of Delaware v. Kent, 343 Ga. App. 567, 568 (807 SE2d 485) (2017) (footnote omitted). “We review a grant or denial of summary judgment de novo and construe the evidence in the light most favorable to the nonmovant. Because this opinion addresses cross-motions for summary judgment, we will construe the

facts in favor of the nonmoving party as appropriate.” *Crown Series, LLC v. Holiday Hospitality Franchising, LLC*, 357 Ga. App. 523 (851 SE2d 150) (2020).

So viewed, the evidence shows that in 2022, Taylor filed a negligence action against Jatives Moate, who is not a party to the instant appeal. The complaint alleged that, while driving at a high rate of speed and under the influence of alcohol, Moate struck Taylor’s vehicle, making it flip and catch fire, and causing her to suffer extensive bodily injuries. Pertinent to this appeal, as will be discussed more fully below, Moate presented a Georgia driver’s license at the scene, but was driving a vehicle insured by Ocean Harbor, a Florida insurer. Ocean Harbor insured Moate pursuant to a policy Moate had purchased in 2016 when he had a Florida address. When Moate reported the claim to Ocean Harbor following the collision, he told Ocean Harbor that he still lived in Florida; however, the Georgia Motor Vehicle Crash Report showed that Moate had a Georgia address.

In addition to suing Moate, Taylor forwarded a copy of the pleadings in that suit to Ocean Harbor. Ocean Harbor, through its managing general agent, Pearl Holding Group (“Pearl”), sent a letter to Moate stating that his policy did not carry bodily injury coverage. Pearl also informed Moate that it would not take any action on his

behalf in Taylor's pending lawsuit, and told him to forward all documents to his bodily injury insurance carrier or to find an attorney. Taylor then sent Pearl an offer to settle pursuant to OCGA § 9-11-67.1, seeking \$25,000 and claiming that, under the Reparations Act, Georgia's minimum auto liability limits of \$25,000 are deemed part of the policy and thus covered her bodily injury claims.¹

Pearl responded that because Moate's policy did not cover bodily injury, and because Ocean Harbor was not licensed in and had not transacted business in Georgia, it did not have to conform to the Georgia minimum auto liability limits. Specifically, the policy declaration provides that the policy

DOES NOT OFFER BODILY INJURY LIABILITY OR UNINSURED
MOTORIST COVERAGE OR ANY OTHER COVERAGE FOR

¹ See OCGA § 33-34-3(a)(2) ("All insurers authorized to transact or transacting insurance in this state or controlling or controlled by or under common control by or with an insurer authorized to transact or transacting insurance in this state which issue policies or contracts providing motor vehicle liability insurance coverage or any other similar coverage in any state or Canadian province *shall include in the policies or contracts of insurance a provision which provides at least the minimum liability coverage required* under Code Section 33-34-4 with respect to motorists insured under the policies or contracts who are involved in motor vehicle accidents in this state and, notwithstanding any provisions of the policies or contracts to the contrary, *all such policies or contracts of insurance shall be deemed to satisfy the minimum requirements of this chapter* if a motorist insured under the policies or contracts of insurance is involved in a motor vehicle accident in this state.") (emphasis added).

WHICH A SPECIFIC PREMIUM CHARGE IS NOT MADE. YOU HAVE ELECTED NOT TO ACCEPT THESE VALUABLE COVERAGES, WHICH WERE OFFERED TO YOU UPON APPLICATION FOR THE POLICY.

The policy agreement also provides that Ocean Harbor has “no duty to defend any suit or settle any claim for ‘bodily injury’ ... not covered under this policy.”

Following a hearing at which Moate failed to appear, the trial court entered a default judgment as to liability against him and awarded Taylor \$1.26 million in general damages. Moate and Taylor then reached a settlement agreement in which Moate assigned to Taylor whatever rights he had against Ocean Harbor for failing to defend him in the lawsuit. Taylor and Moate agreed in the settlement that the default judgment “shall only be satisfied out of the proceeds of any subsequent litigation” by Taylor and Moate against Ocean Harbor, and that Taylor would “make no further claims” against Moate following the prosecution of all of her claims against Ocean Harbor and the recovery and payment of all sums “due from Ocean Harbor” per any settlement or judgment.

Based on this assignment of claims, Taylor then sued Ocean Harbor and Pearl,² contending, among other things, that they breached a duty owed under Moate's insurance policy to defend Moate from Taylor's lawsuit and that they acted in bad faith by failing to settle Taylor's claims for \$25,000 under the Reparations Act.

Following the trial court's grant of Ocean Harbor's motions to dismiss for lack of personal jurisdiction and for summary judgment, and its denial of Taylor's motion for summary judgment, Taylor filed the instant appeal.

1. We turn first to Taylor's contention that the trial court erred in finding that it lacked personal jurisdiction over Ocean Harbor. Finding no error, we affirm.

A Georgia court may exercise personal jurisdiction over a nonresident defendant where two requirements are met. First, the defendant must have committed some act or engaged in some activity set forth in Georgia's Long Arm Statute, OCGA § 9-10-91. Second, the exercise of jurisdiction over a particular defendant pursuant to the Long Arm Statute must comport with the requirements of due process.

Lima Delta Co. v. Global Aerospace, Inc., 325 Ga. App. 76, 79 (752 SE2d 135) (2013).

Accord Innovative Clinical & Consulting Servs. v. First Nat'l Bank, 279 Ga. 672, 674

² Pearl is not a party in the instant appeal.

(620 SE2d 352) (2005); *Gust v. Flint*, 257 Ga. 129, 130 (356 SE2d 513) (1987). As this

Court has recognized,

[w]hen a State exercises personal jurisdiction over a defendant in a suit not arising out of or related to the defendant's contacts with the forum, the State has been said to be exercising general jurisdiction over the defendant. Conversely, when a State exercises personal jurisdiction over a defendant in a suit arising out of or related to the defendant's contacts with the forum, the State is exercising specific jurisdiction over the defendant.

Aero Toy Store v. Grieves, 279 Ga. App. 515, 521(1) (631 SE2d 734) (2006).

(a) The trial court determined that Ocean Harbor was not subject to general personal jurisdiction in Georgia. We agree.

Where “an out-of-state corporation ... has not consented to jurisdiction, the corporation will ordinarily be subject to general jurisdiction in only one or two states – the state where it is incorporated and, if different, the state where its principal place of business is located.” *Cooper Tire & Rubber Co. v. McCall*, 312 Ga. 422, 427(1) (863 SE2d 81) (2021). Accord *Mitsubishi Motors Corp. v. Coleman*, 290 Ga. App. 86, 89(1) (658 SE2d 843) (2008).

Here, Taylor contends only that the cause of action arose from Ocean Harbor's contacts with Georgia. On appeal, she does not dispute that Ocean Harbor has not consented to jurisdiction in Georgia, or that it is incorporated in Florida, or that its principal place of business and registered agent are both in Florida.³

For these reasons, the trial court did not err in finding there was no general personal jurisdiction.

(b) The trial court also determined that it did not have specific personal jurisdiction over Ocean Harbor. Again, we agree.

As noted above, Taylor argues that Georgia has personal jurisdiction over Ocean Harbor because the litigation arose out of the insurer's contacts and business transactions with the State. *Aero Toy Store*, 279 Ga. App. at 521(1). The Georgia Long

³ In her enumerations related to the trial court's summary judgment decision on the inapplicability of the Reparations Act, Taylor argues that a fact question exists as to whether Ocean Harbor is under common control with a company called Equity Insurance. Equity is authorized to transact and does transact insurance in Georgia. The record shows that both Ocean Harbor and Equity employ Florida-based Pearl to serve as their managing general agent. Taylor does not raise common control in her jurisdictional enumeration and presents no argument and cites to no legal authority regarding common control in the jurisdictional context. As a result, we do not address this further. See *Harmon v. Innomed Techs., Inc.*, 309 Ga. App. 265, 270(1)(b) (709 SE2d 888) (2011) (finding that appellate courts will not speculate or make arguments on an appellant's behalf).

Arm Statute authorizes the exercise of specific personal jurisdiction over a nonresident defendant such as Ocean Harbor “as to a cause of action arising from any of the acts, omissions, ownership, use, or possession enumerated in this Code section” as if the nonresident were a resident of Georgia if the nonresident on its own or through an agent

(1) Transacts any business within this state; (2) Commits a tortious act or omission within this state ...; [or] (3) Commits a tortious injury in this state caused by an act or omission outside this state if the tort-feasor regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from ... services rendered in this state[.]

OCGA § 9-10-91(1)-(3).

In *Innovative Clinical*, our Supreme Court clarified that

OCGA § 9-10-91(1) grants Georgia courts the unlimited authority to exercise personal jurisdiction over any nonresident who transacts any business in this State. Of course, because this statutory language would expand the personal jurisdiction of Georgia courts beyond that permitted by constitutional due process, we accordingly construe subsection (1) as reaching only to the maximum extent permitted by procedural due process.

279 Ga. at 675 (punctuation omitted). The Supreme Court overruled all cases that conflicted with this holding. *Id.* This Court has recognized that “[d]ue process requires that individuals have fair warning that a particular activity may subject them to the jurisdiction of a foreign sovereign.” *LG Chem, Ltd. v. Lemmerman*, 361 Ga. App. 163, 167 (863 SE2d 514) (2021). “The question is whether a defendant could reasonably expect to be haled into court in a particular forum, based on its contacts with the [S]tate.” *Sol Melia v. Brown*, 301 Ga. App. 760, 763(1) (688 SE2d 675) (2009) (punctuation omitted). Accord *LG Chem, Ltd.*, 361 Ga. App. at 167. As a result, Georgia’s appellate courts developed a three-part inquiry to determine whether a defendant has transacted business in Georgia so as to subject itself to the specific personal jurisdiction of the State’s courts. Under that inquiry:

[j]urisdiction exists on the basis of transacting business in this state if (1) the nonresident defendant has purposefully done some act or consummated some transaction in this [S]tate, (2) if the cause of action arises from or is connected with such act or transaction, and (3) if the exercise of jurisdiction by the courts of this [S]tate does not offend traditional fairness and substantial justice.

Amerireach.com v. Walker, 290 Ga. 261, 269(2) (719 SE2d 489) (2011) (punctuation omitted), quoting *Aero Toy Store*, 279 Ga. App. at 517-18(1).

“In other words, before a nonresident may be sued in Georgia, such nonresident must have purposefully directed its activities at residents of the forum, *and* the litigation must result from alleged injuries that arise out of or relate to those activities.” *Sol Melia*, 301 Ga. App. at 764(1) (punctuation omitted; emphasis added). We examine the first two factors “to determine whether [a] defendant has established the minimum contacts [with Georgia] necessary for the exercise of jurisdiction.” *ATCO Sign & Lighting Co. v. Stamm Mfg.*, 298 Ga. App. 528, 534(1) (680 SE2d 571) (2009). If such minimum contacts are found, we apply the third prong of the test to determine whether the exercise of jurisdiction is “reasonable” — i.e., to ensure that it does not result solely from “random, fortuitous or attenuated contacts.” *Id.* (punctuation omitted).

(i) *Purposeful availment*. We begin with the first prong of the *Amerireach.com* test, and examine whether Ocean Harbor, through its business transactions, purposefully availed itself of Georgia’s privileges and benefits. 290 Ga. at 269(2). Taylor contends that the trial court erred in finding that Ocean Harbor did not transact any business in Georgia, OCGA § 9-10-91(1), and did not purposely avail itself of Georgia’s benefits and privileges by including the State in its policy territory.

She argues that because the policy Ocean Harbor sold Moate provided coverage across the United States, and because Ocean Harbor invoices and collects premiums from Georgia residents, and pays Georgia claims, it has purposefully availed itself of the benefits of Georgia as the forum state.

As noted above, Ocean Harbor is a Florida-based insurance company that has never been licensed to sell insurance in Georgia and is not registered to do business in Georgia. As such, it is a nonresident for purposes of the Long Arm Statute. OCGA § 9-10-90 (providing that the definition of “nonresident” includes a corporation which is neither organized nor existing under Georgia laws, nor authorized to do or transact business in Georgia, at the time a claim under OCGA § 9-10-91 arises). Although Ocean Harbor’s “Personal Auto Policy Agreement” provides that its “policy territory” encompasses the United States, Ocean Harbor issues policies only in states where it has a license. Florida is one of those states. Its policies are written only in the insurance departments in states where Ocean Harbor is licensed, and the undisputed evidence shows it does not issue policies in Georgia, nor does it have offices, agents, or employees in Georgia. The depositions, affidavits, answers to interrogatories, and other evidence in the record further show that if a person with a

Georgia address applies for insurance with Ocean Harbor, the application will be rejected.

Ocean Harbor did send invoices to Georgia residents, and it collected premiums from Georgia residents both before and after the collision at issue here. However, Pearl's vice president of claims, who was Ocean Harbor's OCGA § 9-11-30(b)(6) witness, deposed that these premiums were collected only from customers, for limited periods of time, whose policies had originated while they lived in Florida, but who later moved to or garaged their cars in Georgia. Pertinently, as that witness deposed, Ocean Harbor collected premiums only because Florida law requires Ocean Harbor to follow certain notice procedures and to continue coverage for a limited time before it can cancel or refuse to renew a policy. See generally Fla. Stat. § 627.4133 (providing Florida's notice and nonrenewal requirements for insurers). According to interrogatory responses, when a Florida resident policy holder notifies Ocean Harbor that he or she has relocated to Georgia or any state outside Florida, under Florida law, depending upon the timing of the person's notice, Ocean Harbor either sends the person a notice stating that the policy will be cancelled in 45 days or sends a

nonrenewal notice. It continues coverage of the out-of-state person, only because it is required to do so under Florida law, until the policy may be properly nonrenewed.

In the five years prior to Taylor’s injury, it issued more than 1 million policies, and of those policy holders, 101 moved from Florida to Georgia, accounting for only one-hundredth of a percent of its customer base. As the Pearl witness deposed: “We have no customers in the [S]tate of Georgia that we intend to continue to insure. We only insure customers in the [S]tate of Georgia under the Florida statutory guideline that mandates that we continue to insure someone until we nonrenew the policy.” Ocean Harbor also pays claims for incidents that occur in Georgia, and to people who reside in Georgia.⁴ In support of her argument that Ocean Harbor purposefully availed itself of Georgia’s benefits,⁵ Taylor cites to *Klein v. Allstate Ins. Co.*, 202 Ga. App. 188

⁴ The evidence shows that Ocean Harbor paid seven claims made against its auto policies that were issued in Florida and related to incidents occurring in Georgia from 2015 to 2024. Ocean Harbor collected approximately \$175,800 in premiums between October 2015 and December 2023. Although Taylor references this in her appellate brief, she cites to nothing in the record providing context for these numbers in the scope of Ocean Harbor’s overall claims payments and premium collections.

⁵ Taylor also argues that this Court should follow a federal case, *McGow v. McCurry*, 412 F3d 1207 (11th Cir. 2005), abrogated by *Diamond Crystal Brands, Inc. v. Food Movers Int’l, Inc.*, 593 F3d 1249, 1258(III)(A) n. 7 (11th Cir. 2010). However, “[t]he Eleventh Circuit’s interpretation of OCGA § 9-10-91 is not binding on this Court and it is not necessary for this Court to correct erroneous Federal

(413 SE2d 777) (1991) (“*Klein I*”). She contends that, like the insurer in *Klein I*, Ocean Harbor should be subject to personal jurisdiction under the Long Arm Statute because its insurance contract provides coverage in all 50 states.

In *Klein I*, we reversed a trial court’s finding that Georgia lacked personal jurisdiction over Allstate even though Allstate’s insureds were not from Georgia, their policy had been issued in New Jersey, and Allstate was based in Illinois. 202 Ga. App. at 188, 191. Noting that Allstate had an office and an agent in the Georgia county where the accident at issue occurred, *id.* at 188, this Court found that Georgia had personal jurisdiction because the insurer “purposefully availed itself of the laws of this [S]tate *both* by conducting automobile insurance business within this [S]tate *and* by issuing automobile policies outside this [S]tate containing coverage which would follow automobiles and/or their drivers into this [S]tate under the terms of the policies issued.” *Id.* at 191(2) (emphasis added) (finding that these factors satisfied both due process and Georgia’s Long Arm Statute).

interpretations of our State’s statutes for the precedential value of our opinions to remain the controlling authority on the proper interpretation of those statutes.” *Innovative Clinical & Consulting Servs.*, 279 Ga. at 674 n. 2.

Our Supreme Court, however, affirmed *Klein I* on different grounds in *Allstate Ins. Co. v. Klein*, 262 Ga. 599 (422 SE2d 873) (1992) (“*Klein II*”), rendering it dissimilar to the instant appeal, because Allstate, unlike Ocean Harbor, was a Georgia resident authorized to do business in Georgia. Although Taylor raises this argument in the context of specific jurisdiction, *Klein I* and *Klein II* ultimately involve general jurisdiction, see *Cooper Tire & Rubber Co.*, 312 Ga. at 430-31(1), which we have determined is inapplicable here. Our Supreme Court found that the Long Arm Statute applies only to entities which are nonresidents of Georgia at the time the act or omission occurred, and that because Allstate was authorized to transact business in Georgia, it was, in fact, a resident and the Long Arm Statute did not apply. *Klein II*, 262 Ga. at 600-01.⁶ As a result, while *Klein I* has not been overruled, unlike in the instant appeal, it involved a corporation deemed to be a *resident* in Georgia, which — under *Klein II*’s affirmance of *Klein I* — met the minimum contacts requirements for due process. It met the minimum contacts requirement because it was a Georgia resident authorized to do business in Georgia. It had not just issued insurance (albeit

⁶ See *Cooper Tire & Rubber Co.*, 312 Ga. at 431-37(2), (3) (discussing the viability of *Klein II* in light of United States Supreme Court opinions, and finding that it did not need to be overruled).

in New Jersey) under a policy which included Georgia in its 50-state territorial coverage area; it also had business operations, an office, and an agent in Georgia.

Ocean Harbor, by contrast, is not authorized to do business in Georgia, and thus is a nonresident. It also has no offices, agents, or employees in Georgia. Although it has issued a policy that includes Georgia in its territorial coverage area, that policy was issued in Florida to Moate, who later moved to Georgia, a state whose residents Ocean Harbor is not authorized to insure and does not insure beyond the transitional time period required by Florida law.⁷ As a result *Klein I* and *Klein II* are not dispositive here and do not establish that Ocean Harbor's insurance contract providing 50-state coverage, standing alone, is sufficient to establish specific personal jurisdiction.

Moate's contract alone — that is, his insurance policy⁸ providing coverage across the United States — does not automatically establish the necessary minimum

⁷ Taylor has provided no argument and no record citations indicating whether Moate was within or outside of the transitional period for Ocean Harbor's coverage at the time the collision occurred. We will not cull the record on behalf of any party. See *Brooks v. Eichfeld*, 379 Ga. App. 559, 561(1) n. 1 (930 SE2d 104) (2026).

⁸ In Georgia, an insurance policy is a contract. See *Hurst v. Grange Mut. Cas. Co.*, 266 Ga. 712, 716(4) (470 SE2d 659) (1996) ("Insurance in Georgia is a matter of contract and the parties to the contract of insurance are bound by its plain and unambiguous terms."); OCGA § 33-24-16.

contacts, nor does it show that Ocean Harbor purposefully availed itself of Georgia's benefits as a forum state. *Signet Bank/Virginia v. Tillis*, 196 Ga. App. 433, 435 (396 SE2d 54) (1990) ("An individual's contract with an out-of-state party *alone* cannot automatically establish sufficient minimum contacts[.]") (punctuation omitted). Rather, "[t]he constitutional touchstone is whether the defendant purposefully established 'minimum contacts' in the forum State[;] that is, whether the defendant's conduct and connection with the forum State are such that he should reasonably anticipate being haled into court there." *Id.* (punctuation omitted), citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474(II)(A) (105 SCt 2174, 85 LE2d 528) (1985). Accord *LG Chem Ltd.*, 361 Ga. App. at 167. In addition to the contract of insurance, we also evaluate "[p]rior negotiations and contemplated future consequences, along with the terms of the contract and the parties' actual course of dealing ... in determining whether the defendant has purposefully established minimum contacts within the forum." *Signet Bank/Virginia*, 196 Ga. App. at 435.

Here, the insurance contract and declarations page specifically provided that, because Moate had elected not to purchase bodily injury coverage, Ocean Harbor had "no duty to defend any suit or settle any claim for 'bodily injury' ... not covered under

this policy.” As noted above, the policy’s contractual territorial coverage area, standing alone, was insufficient to establish minimum contacts and to show purposeful availment of the benefits of Georgia. *Signet Bank/Virginia*, 196 Ga. App. at 435. Further, given this explicit contractual exclusion, Ocean Harbor did not have adequate notice that it would be haled into court on an issue related to bodily injury liability insurance that Moate did not buy and that Ocean Harbor did not provide. See generally *Sol Melia*, 301 Ga. App. at 765-66(1) (finding Sol Melia, a resort which had ordered a taxi in which its guests were injured, had insufficient contacts to establish personal jurisdiction where Sol Melia neither owned nor paid for the taxi). As to Taylor’s contentions that Ocean Harbor has invoiced and accepted premiums from Georgia residents, we recognize that while “Georgia allows the assertion of long-arm jurisdiction over nonresident defendants based on business conducted through postal, telephonic, and Internet contacts[,]” *Pascarelli v. Koehler*, 346 Ga. App. 591, 594(1) (816 SE2d 723) (2018), as discussed above, there is no evidence that Ocean Harbor solicits business or markets its services to Georgia residents, nor has it delivered policies — including Moate’s — in Georgia. There is, rather, evidence that it does not sell policies to Georgia residents. More specifically, as noted above, Ocean Harbor is

required by Florida law to insure people who move outside of Florida for a limited time. Following Florida's mandate in this respect does not amount to Ocean Harbor purposefully availing itself of Georgia benefits. See *id.* at 594-95(1), 597-98(1) (declining, for purposes of establishing minimum contacts for personal jurisdiction in Georgia, to impute Marriott Hotels' nationwide Internet reservation system and advertising to one of its franchise hotels, which only advertised and marketed in Wyoming and Colorado). See generally *Bishopsgate Ins. Co. v. Cactus Club, Inc.*, 176 Ga. App. 354, 355 (335 SE2d 685) (1985) (finding no personal jurisdiction over Tennessee insurer which had "no contact with the State of Georgia except insofar as appellee's policy is concerned[, and] did not solicit, issue or deliver the policy to appellee in Georgia").

Also, as discussed previously, Moate represented to Ocean Harbor that he continued to live in Florida. He never informed Ocean Harbor that he had moved to Georgia. As a result of Moate's unilateral deception, Ocean Harbor was unwittingly continuing to insure someone who would not qualify for its insurance outside of Florida's mandatory continuing coverage period. See *McDonnell v. Roy E. Beatty and Assocs.*, 203 Ga. App. 807, 808(1) (418 SE2d 95) (1992) ("We cannot justify the

imposition of jurisdiction over the nonresident defendant because of the unilateral acts of [its insured], over which the defendant had no control.”). This attenuated relationship between Ocean Harbor’s relevant acts and transactions and Georgia, in the context of Moate’s failure to tell Ocean Harbor that he no longer resided in Florida and no longer qualified for its insurance, does not satisfy the requirement that Ocean Harbor purposefully directed its activities at residents of the forum. *Lima Delta*, 325 Ga. App. at 79. We thus find that Ocean Harbor met its burden under the first prong of the *Amerireach.com* test because it showed that it did not purposefully direct its activities at residents of Georgia. 290 Ga. at 269(2). See *Beasley v. Beasley*, 260 Ga. 419, 420 (396 SE2d 222) (1990) (finding that a defendant which moves to dismiss for lack of personal jurisdiction bears the burden of proving lack of jurisdiction).

(ii) *Cause of action*. Nor has Taylor satisfied the second prong of the *Amerireach.com* test; that is, whether “the cause of action arises from or is connected with such act or transaction[.]” 290 Ga. at 269(2). Taylor has not satisfied this prong because “such act or transaction” refers to the language of the first prong, which provides that a defendant has “*purposefully* done some act or consummated some

transaction in this [S]tate[.]” Id. (emphasis added). As outlined above, Ocean Harbor has not engaged in such a purposeful act or transaction.

(iii) *Traditional notions of fair play and substantial justice*. The third prong of the *Amerireach.com* test is that jurisdiction exists on the basis of business transactions in the State if our courts’ exercise of jurisdiction “does not offend traditional fairness and substantial justice.” 290 Ga. at 269(2).

As alluded to in our discussion above, Taylor’s claims related to Ocean Harbor’s failure to provide minimum coverage turn on her bodily injury claims. Moate did not purchase bodily injury coverage and Ocean Harbor was not contractually obligated to provide it. Further, Moate failed to inform Ocean Harbor that he had moved and no longer qualified for its continuing insurance coverage. On these grounds, a finding that Ocean Harbor purposefully availed itself of Georgia’s privileges and benefits would violate traditional notions of fair play and substantial justice. See generally *Popple v. Popple*, 257 Ga. 98, 99 (355 SE2d 657) (1987) (finding that because defendant’s contacts with Georgia were insufficient, an exercise of personal jurisdiction over him would offend fair play and substantial justice).

In sum, for the reasons outlined above, we find that the trial court did not err in determining that it lacked specific personal jurisdiction over Ocean Harbor.

(c) Taylor also contends that, under OCGA § 9-10-91(2), Ocean Harbor committed a tortious act in Georgia through its bad faith failure to defend Moate and to settle the lawsuit.

In support of this contention, however, Taylor cites to a single case which stands for the proposition that a claim for bad faith failure to settle sounds in tort. See *Canal Indemnity Co. v. Greene*, 265 Ga. App. 67, 73(3) (593 SE2d 41) (2003). As noted above, it is undisputed that Moate elected not to purchase bodily injury liability coverage. Taylor, however, is implicitly asserting — without offering any supporting argument or targeted legal authority — that Ocean Harbor had a duty to defend Moate against a bodily injury claim that implicates insurance coverage he did not buy. As an appellate court, “[w]e will not speculate or make arguments on [Taylor’s] behalf; to do so would improperly change this court’s role from disinterested decision-maker to appellate advocate.” *Harmon v. Innomed Techs., Inc.*, 309 Ga. App. 265, 270(1)(b) (709 SE2d 888) (2011). Mere boilerplate legal citations, unaccompanied by specific contentions, analysis, and relevant citations to authority, do not amount to the type

of argument contemplated by our rules. See *Arnold v. Fairway Mgmt.*, 376 Ga. App. 34, 43-44(2)(a) (918 SE2d 56) (2025). Given Taylor’s failure to provide the necessary argument, as well as her failure to offer specific citations to legal authority and to the record, this contention of error has been abandoned. See Ct. App. R. 25(d)(1) (“Any enumeration of error that is not supported in the brief by citation of authority or argument may be deemed abandoned.”); Rule 25(d)(1)(i) (“Each enumerated error shall be supported in the brief by specific reference to the record or transcript. In the absence of a specific reference, the Court will not search for and may not consider that enumeration.”).

(d) Taylor next argues that Ocean Harbor committed a tortious injury outside Georgia that resulted in an injury to her in Georgia. This contention tracks the language of OCGA § 9-10-91(3), although Taylor does not cite to this part of the statute. Nor does Taylor identify the out-of-state injury to which she refers, arguing only that “*if* the Court finds any actions [Ocean Harbor] took in this case would [have] been out of the State of Georgia[], there is no question that the injury that was sustained by Moate, and now [Taylor] as his assignee, occurred in Georgia.” (Emphasis added.) Taylor has neither provided any citations to the record in this

enumeration, nor has she identified any evidence of injurious actions Ocean Harbor took outside Georgia. This enumeration has been abandoned. *Arnold*, 376 Ga. App. at 43-44(2)(a); Ct. App. R. 25(d)(1), (d)(1)(i).

2. Because we have found that the trial court was correct in determining that it lacked personal jurisdiction over Ocean Harbor, we need not reach Taylor's remaining contentions of error, which assert that the insurer was required to meet the minimum coverage provisions of the Reparations Act, OCGA § 33-34-1 et seq.

Judgment affirmed. Barnes, P. J., and Markle, J., concur.