

Ward Hocker Thornton

WHT OBTAINS SUMMARY JUDGMENT IN COMMERCIAL AUTO CLAIM FOR UIM BENEFITS



Greg Thornton



Betsy Catron

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Gregg Thornton and Betsy Catron obtained summary judgment in their case, *United Financial Casualty Company v. Jillianne Warner*, in an action for declaratory relief before Judge Joseph H. McKinley in the United States District Court for the Western District of Kentucky, Louisville Division. UFCC filed a complaint for a declaration of rights under the contract of insurance issued to Teal Logistics by UFCC after the Defendant, Jillianne Warner, an employee of Teal Logistics, was in an automobile accident in which she sustained serious injuries which left her a quadriplegic. Ms. Warner asserted that she was entitled to underinsured motorists coverage under her employer's commercial auto policy. At the time of the accident, Ms. Warner was in her personal vehicle, but on the clock in her capacity for Teal Logistics.

In its Order, the Court found that it was undisputed that Teal Logistics, a limited liability company, was the named insured listed on the policy's declaration page, and Ms. Warner was not listed as a named insured or a rated driver under the policy. Additionally, Ms. Warner was operating her personal vehicle at the time of the accident and that her vehicle is not listed as an insured auto under the policy. Further, Warner's personal vehicle did not meet the definition of a "temporary substitute auto" under the policy. And, there was no evidence that any of the other insured company vehicles were unavailable for Warner's use on the day of the accident. The Defendant failed to respond with any disputed questions of material fact. Applying principles of contract interpretation as well as Kentucky case law to the insurance contract in light of these undisputed facts, the Court found the Defendant did not qualify as an insured under her employer's commercial auto policy, and as a result, granted summary judgment in favor of UFCC.