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A. SIGNIFICANT KENTUCKY COURT DECISIONS

1. Supreme Court Decisions

a) Insurance Coverage Decisions

Am. Mining Ins. Co. v. Peters Farms, LLC, No. 2017-SC-000066 (Aug. 16, 2018)
http://opinions.kycourts.net/sc/2017-SC-000066-DG.pdf

Coverage – Meaning of "Accident"

An insured mining company mined coal from underneath a farmer's land while mistakenly believing the land belonged to a third party. The farmer filed suit, and sought payment from the mining company's liability carrier. The court held that the miner's mistaken belief was not a covered "accident" under the mining insurance policy because the mining company intended to mine the coal and its employees were under its complete control during the time of extraction. The court applied the "doctrine of fortuity" to analyze the mining company's intent and control, concluding the farmer had no right to recover under the "occurrence" provision of the insured's insurance policy because the miner's actions did not constitute an "accident" covered by the policy.

Martin/Elias Properties, LLC v. Acuity, No. 2016-SC-0000195 (April 26, 2018)
http://opinions.kycourts.net/sc/2016-SC-000195-dg.pdf

Coverage - Meaning of "Accident"

Plaintiff developer hired insured, a sub-contractor, to complete renovation work on the basement of a development property. The sub-contractor subsequently performed faulty workmanship causing the house to have an imminent risk of collapse. When the sub-contractor and insurer denied coverage, the court applied the doctrine of fortuity to analyze whether the faulty workmanship was an "accident" as covered in the "occurrence" provision of the insured's policy. Under the doctrine of fortuity, the court held that the sub-contractor had both intent and full control when conducting his work and therefore, the resulting damage to the structure was not fortuitous, and not covered under the policy as an "accident."

GEICO v. Houchens, No. 2014-CA-002017 (Nov. 1, 2018)
http://opinions.kycourts.net/SC/2016-SC-000546-DG.pdf

Coverage – Insurer Review of Medical Records

When a claimant receives treatment for his or her injuries and submits the medical bills to his or her insurer for reimbursement, the treatment is presumed to be reasonable under the Motor Vehicle Reparations Act. In this case, two claimants submitted chiropractic bills to their insurer, GEICO, after receiving treatment for injuries sustained in a car accident. After GEICO hired a group of doctors to conduct a paper review of the bills associated with the treatment, it denied coverage for large portions of the claimants' treatment because its doctors believed that the treatment was unnecessary. However, in finding for the claimants, the court ruled that there is a presumption of reasonableness when a claimant submits medical bills to an insurer for reimbursement. The court reasoned that an insurer cannot rely solely on a peer review of medical records and instead, should bring a direct claim against the medical provider if it wishes to dispute the reasonableness and necessity of treatment.

Travelers Indemnity Co. v. Armstrong, No. 2017-SC-000041-DG (Nov. 1, 2018)
http://opinions.kycourts.net/sc/2017-SC-000041-DG.PDF

Ky. Rev. Stat. 186A.220 and Car Dealers Ownership after Sale

A licensed motor vehicle dealer, "dealer A," sold a car at auction to another licensed car dealer, "dealer B." Dealer A did not relinquish a physical copy of the title to dealer B, but instead filed an untimely Notice to Clerk of Acquisition. Subsequently, an individual purchased the vehicle from dealer B, but the title remained in dealer A's name. The purchasing individual was involved in an accident and was fatally injured. The individual's estate brought suit against dealer A and its insurer. The Kentucky Supreme Court, in finding dealer A and their insurer were entitled to summary judgment, explained that Kentucky is a certificate of title state for purposes of determining ownership of a motor vehicle but Ky. Rev. Statute 186A.220 is an exception to that rule, for dealer-to-dealer transactions. Additionally, substantial compliance with the statutory requirements is sufficient to relinquish ownership. Therefore, dealer A, despite retaining possession of the title, was no longer the "owner" and they and their insurer were not liable for the individual's death.

b) Employment Decision

McCoy Elkhorn Coal Corp. v. Sargent, No. 2017-SC-000616 (Aug. 16, 2018)
http://opinions.kycourts.net/SC/2017-SC-000616-WC.pdf

Workers' Compensation – Safety Violation Enhancement Not a "Penalty"

A coal miner died in a workplace accident and his self-insured employer paid his estate workers' compensations death benefits. However, upon the employer's insolvency, the self-insured guaranty fund refused to pay the 30% safety violation enhancement. The issue was whether a guaranty fund could be held liable for enhancement amounts owed to a beneficiary when its contract excluded coverage for such amounts. Although the enhancement is sometimes referred to as a safety penalty, the court ruled that under Kentucky statute the self-insured guaranty fund is responsible for the employer's *entire liability*, including the safety violation enhancement. The court also concluded that the guaranty fund was responsible for interest on the unpaid amounts because these amounts were overdue benefits owed to beneficiaries.

Sunz Insurance Company v. Decker, No. 2017-SC-000257 (Apr. 26, 2018)
http://opinions.kycourts.net/SC/2017-SC-000257-WC.pdf

Workers' Compensation – Tardy Filing and Good Cause

The court held an up-the-ladder employer responsible for workers' compensation benefits to an uninsured employee due to its failure to file a coverage response (Form 111). An initial dispute, whether the employee was actually employed by the employer, was raised because the employer did not designate the employee as an "assigned employee" in the parties' service agreement. However, the court held that by failing to timely file the coverage response, the employer admitted the allegations (including that the employee was employed by the employer) set forth in the initial application for workers' compensation benefits.

Uninsured Employers' Fund v. Hoskins, No. 2015-SC-000637 (Dec. 14, 2017)
http://opinions.kycourts.net/SC/2015-SC-000637-WC.pdf

Workers' Compensation – Employee Leasing Agreement

A complex scheme of poorly-documented employment arrangements made it difficult for the court to determine for whom a Kentucky truck driver actually worked. The driver received checks from his employer's insurer, but that insurer's ownership was intertwined with two other insurers. The first insurer had no authorization to provide workers' compensation services to Kentucky employers, so when the employee sustained a work-related injury, the first insurer attempted to pass the burden to a second insurer (with authorization in Kentucky and overlapping ownership with the first insurer). The court ruled against the first insurer deciding that it could not pass the obligation to pay the workers' compensation benefits to the second insurer.

Uninsured Employers Fund v. Acahua, No. 2016-SC-000252 (Sept. 28, 2017)
http://opinions.kycourts.net/SC/2016-SC-000252-WC.pdf

Workers' Compensation – First-Class Mail Sufficient for Notice Despite "Undeliverable" Stamp

Delivery of workers' compensation claim by first-class mail complies with Kentucky's statute on proper notice. In this case, a worker was injured and filed a workers' compensation claim against his uninsured employer. After the administrative law judge joined the employer to the suit, the plaintiff sent a copy of the claim to the employer by first-class mail. Despite the postal service returning the mail with an "undeliverable" stamp, the court ruled that the delivery complied with Kentucky's statute on notice of service and rejected the defendant employer's argument that improper service terminated the administrative law judge's jurisdiction.

Superior Steel, Inc. v. Ascent at Roebling's Bridge, LLC, No. 2015-SC-000204 (Dec. 14, 2017)
http://opinions.kycourts.net/sc/2015-SC-000204-DG.pdf

Construction Contract – Subcontractor Not Entitled to Payment for Additional Work

A subcontractor and sub-subcontractor were retained by a general contractor to perform construction work on a 21-story condominium. After it was determined additional work, outside the scope of the initial contract, would need to be completed, subcontractor and sub-subcontractor completed the work without contracting for it. The court determined that no breach occurred when the general contractor failed to pay for the extra work. Additionally, the general contractor was not required under the initial contract to pay attorney fees for the subcontractor or sub-subcontractor, but the subcontractor and sub-subcontractor could bring an unjust enrichment claim against the landowner.

c) Governmental Immunity Decision

Board of Trustees of Kentucky School Boards Insurance Tr. v. Pope, No. 2015-SC-000664-TG (Sept. 28, 2017)
http://opinions.kycourts.net/sc/2015-SC-000664-TG.pdf

Governmental Immunity – School Board Insurance Trust Does Not Receive Immunity

A school board insurance trust, created by a school board association, is not granted governmental immunity if it fails the *Comair* test. Under the *Comair* test, an entity must either be created by an

entity that enjoys governmental immunity, or the entity must exercise a function that is integral to state government. Here, the insurance trust was created by a school board association pursuant to its own trust agreement, and not by local school boards themselves; thus, it was not created by an entity that enjoys governmental immunity. Further, the insurance trust failed the second part of the test because, while serving an important function, the trust did not provide a *function integral to state government* because the same insurance function provided by the trust is also provided by many other entities throughout the state.

Ritchie v. Turner, 2017-SC-000157-DG (November 1, 2018)
http://opinions.kycourts.net/sc/2017-SC-000157-DG.PDF

School Officials Entitled to Qualified Immunity for Claims of Sexual Abuse by a Teacher

On two separate occasions students and their parents brought a teacher's conduct to school officials' attention. Both instances involved an investigation by school authorities, but the second instance involved the teacher's resignation and spurred an investigation by the Kentucky State Police. The police investigation resulted in the teacher pleading guilty to a number of charges including sex-related offenses with minors. Four school officials were also charged and found guilty of failure to report child abuse. A parent of one of the children sued the school officials in their official and individual capacities. The Supreme Court of Kentucky found the officials were entitled to qualified immunity because the duties violated that the suit relied on were general discretionary duties. The plaintiff did not allege that any of the school officials were assigned to supervise specific relevant areas or make any factual claims that created a specific duty, therefore their duty to supervise was general and discretionary. Additionally, the requirement to report abuse is a discretionary action when a school official is determining whether there is reasonable cause to believe that a child has been or is being abused. Lastly, investigating claims regarding student-teacher relationships is a discretionary action. Therefore, the decision not to conclude a specific avenue of the investigation, if done in good faith, will not destroy qualified immunity.

d) Other Significant Decisions

Muncie v. Wiesemann, No. 2017-SC-000235-DG (June 14, 2018)
http://opinions.kycourts.net/sc/2017-SC-000235-DG.pdf

Stigma Damages – Partial Settlement of Actual Damages Does Not Preclude Stigma Damages

A home heating oil leak from a storage tank on unoccupied property flooded a nearby residence causing damage to the property. In a dispute between the property owners, the parties settled partially for repair costs and actual damages to the property, but the plaintiffs reserved claims for diminution of value to real estate due to the stigma resulting from the contamination. The court held that the case should be remanded to determine whether stigma damages exist in this case, and a partial settlement for actual damages does not preclude the recovery of stigma damages.

Maupin v. Tankersley, No. 2016–SC–000572-DG (Feb. 15, 2018)
http://opinions.kycourts.net/SC/2016-SC-000572-DG.pdf

Dog Bite – Strict Liability Plus Comparative Negligence

An owner of a dog is strictly liable for injuries caused by the dog to another person. However, the dog-owner can show that the victim failed to exercise reasonable care for his or her own safety with regard to the dog and thus reduce damages in proportion with the victim's comparative negligence. In this case, a woman crossing a dog-owner's property, was attacked by the property-owner's dogs causing serious injury to the woman. The dog-owner argued against strict liability, but the court disagreed. The court reversed the decision below because the defendant did, in fact, own the dogs and therefore, was strictly liable for injuries caused by his dogs because of his ownership alone. However, the court also remanded the case for a new trial so that a jury could determine whether the victim was comparatively negligent and if so, how much the damages should be reduced.

2. Appellate Court Decisions

a) Insurance Coverage Decisions

Johnson v. Capitol Specialty Insurance Corporation, No. 2017-CA-000171 (Ky. Ct. App. June 22, 2018)
http://opinions.kycourts.net/COA/2017-CA-000171.pdf

"Sponsor" Exclusions

After the death of a participant in an extreme 5k running event with obstacles, the owner of the event, who was required to obtain public liability insurance for the participants and spectators, was denied coverage. The court held that the policy was unambiguous in excluding sponsors of the event from coverage and because the owner of the 5k event helped to fund it, he was a "sponsor" under several definitions of the word. Thus, the court upheld the exclusion in favor of the insurer and against the owner of the event.

Brown v. Kentucky Farm Bureau Mutual Insurance Company, No. 2016-CA-000143 (Ky. Ct. App. Nov. 22, 2017)
http://opinions.kycourts.net/coa/2016-CA-000143.pdf

"Occurrence" or "Accident" – Intentional, Fatal Gunshot Not Covered

As executrix of her son's estate, plaintiff brought suit against the liability insurer of the defendant who shot her son. The court ruled that the insurer was not obligated to satisfy the judgment entered against the insured defendant because he intentionally shot the plaintiff's son and the intentional action could not be covered as an accident under the policy's "occurrence" provision. Further, the court said the accidental injury to plaintiff, the victim's mother, is not the relevant injury; rather, the intentional injury to plaintiff's son is the relevant injury for the exclusion provision.

Geico Indem. Co. v. Murad, No. 2016-CA-001907-MR (July 27, 2018)
http://opinions.kycourts.net/coa/2016-CA-001907.PDF

A Father Not Listed on the Certificate of Title or the Transfer of Title Document Does Not Possess an Insurable Interest in a Motor Vehicle

A father purchased an automobile policy for his son's vehicle. However, the son was the only person listed as an owner/buyer of the vehicle. The son obtained the transfer of title document well before the accident but did not attempt to register the vehicle until after the accident. Subsequent to the accident, the son attempted to add his father's name above his own on the transfer of title document. But the court determined the father did not have an insurable interest in the vehicle at the time of obtaining the insurance policy or at the time of the accident. Therefore, the insurance policy was void *ab initio* as a matter of law.

b) UM/UIM Decisions

Consolidated Insurance Company v. Slone, No. 2016-CA-001070 (Ky. Ct. App. Jan. 5, 2018)
http://opinions.kycourts.net/coa/2016-CA-001070.pdf

Underinsured Motorist – Anti-Stacking Clause Upheld as to Second Class of Insureds

A school board's automobile insurer included an anti-stacking clause in its policy and relied on that provision to deny the occupants and driver of a school bus underinsured motorist benefits when the school bus was rear-ended. The court relied on precedent to determine that these claimants were part of a "second-class" of insureds because they were neither named in the policy, nor family members of named members. Being a part of a "second-class" of insureds, the occupants and drivers were not entitled to stack the underinsured motorist benefits. Further, the court said that a representation by the insurer's agent that the policy would be stackable did not override the policy language.

Henry v. Travelers Personal Security Insurance Company, No. 2016-CA-001939 (Ky. Ct. App. Feb. 2, 2018)
http://opinions.kycourts.net/coa/2016-CA-001939.pdf

Uninsured Motorist – Choice of Law & "Owned But Not Scheduled" Exclusions

A father and his two children, residents of Tennessee, were involved in an accident causing severe injury to one child and death to the other. Because neither driver had liability insurance, the father brought a claim under the uninsured motorist provision of his mother-in-law's automobile insurance policy, premised upon plaintiffs living in her household. The insurer relied upon an "owned but not scheduled" exclusion for the vehicle, which was enforceable under Tennessee law. The court ruled that since the parties were residents of Tennessee, Kentucky law would only override applicable Tennessee law if there is a substantial Kentucky public policy at issue. Here, the court found no substantial public policy against the enforcement of an "owned but not scheduled" exclusion sufficient to override application of Tennessee law. Therefore, Tennessee law applied and the father was not entitled to coverage under his mother-in-law's policy.

c) Employment Decisions

Work4ce, Inc. v. Plataniotis, No. 2017-CA-000061 (Ky. Ct. App. Feb. 2, 2018)
http://opinions.kycourts.net/coa/2017-CA-000061.pdf

Workers' Compensation – Administrative Law Judge Bound by Parties' Stipulated Facts

A workplace injury sustained by a measurement technician resulted in a dispute, not between the parties, but between the parties and the administrative law judge as to when the injury actually occurred. The court overruled the workers' compensation board and the administrative law judge when it determined that an administrative law judge cannot determine that a date of injury is different than the date the parties agreed upon in a stipulation of facts. When parties stipulate to a fact, an administrative law judge has no authority to set the stipulation aside.

d) Premises Liability Decisions

HP Hotel Management, Inc. v. Layne, No. 2016-CA-001542 (Ky. Ct. App. Dec. 8, 2017)
http://opinions.kycourts.net/coa/2016-CA-001542.pdf

Premises Liability – Default Judgment Set Aside

A guest of a hotel brought a personal injury action against the hotel and hotel management for injuries allegedly sustained when she tripped and fell in the hotel's entranceway. The court set aside the default judgment entered below against the hotel because the hotel had a legitimate defense. The hotel did not receive actual notice, and the hotel acted almost immediately upon learning of the entry of default judgment. Further, the court noted that default judgments are generally not favored.

e) Governmental Immunity Decisions

Denise J. Teasley, M.D. v. Kentucky Board of Medical Licensure, and the Kentucky Board of Medical Licensure Appellees, No. 2017-CA-001748 (Ky. Ct. App. Sept. 14, 2018)
http://opinions.kycourts.net/coa/2017-CA-001748.pdf

Kentucky Board of Medical Licensure Entitled to Immunity

A South Carolina obstetrician and gynecologist brought suit against the Kentucky Board of Medical Licensures when it appeared that she would be denied a license to practice medicine in the Commonwealth. However, the court ruled that the suit was barred by governmental immunity because the medical professional's suit was aimed at reviewing and enjoining the actions by the Licensure Board, not solely enjoining ongoing violations of law.

f) Other Significant Decisions

Bryant v. Allstate Indem. Co, No. 2015-CA-001451-MR (February 24, 2017)
http://opinions.kycourts.net/coa/2015-CA-001451.PDF

Insurance Companies Can't Use CR 27.01 to Take Pre-Litigation Depositions as Alternative to Examinations Under Oath

Trial court granted an insurance company's "Petition to Compel Pre-Litigation Depositions" under CR 27.01. The appellate court reversed. First, the petition was granted the same day the parties were served. The court determined that granting a petition prior to service or on the same day of service is not reasonable in most circumstances. Second, the insurance company did not show there is substantial reason to expect an action will be brought by the company against the parties to be deposed. Lastly, the court explained that Rule 27 is to be used for the perpetuation of testimony and not for the purpose of discovery prior to the commencement of an action.

Merritt v. Catholic Health Initiatives Inc., No. 2016-CA-001470-MR (November 17, 2017)
http://opinions.kycourts.net/coa/2016-CA-001470.pdf

Self-Insurer Liability – Captive Insurers Not Included Under Unfair Claims Settlement Practices Act

Following the death of his wife and son due to pregnancy complications, husband brought a claim against physician's insurer and parent company. The court determined that as a foreign captive insurer (an entity not in the "business of insurance"), the company was not covered by the UCSPA. The court reasoned that the entity was created by the parent company solely for the purpose of self-insuring the parent company and it was not involved in risk-shifting or risk distribution. Therefore, the court dismissed the husband's bad faith claim against the foreign captive insurer.

Mosley v. Arch Specialty Fire Ins. Co., No. 2017-CA-001252-MR (September 28, 2018).
http://opinions.kycourts.net/coa/2017-CA-001252.PDF

Kentucky Unfair Claims Settlement Practice Act ("KUCSPA") and "Leveraging"

The administratrix of a miner's estate sued two insurers of various coal mining companies alleging bad faith based on "unfair leveraging" by the insurers. That is, the insurers refused to litigate the claims against two of their insureds separately and only making global settlement offers. The appellate court determined KUCSPA's prohibition against leveraging applies only to attempts to condition settlements under one portion of an insurance policy on another portion of an insurance policy where liability has become reasonably clear. However, in this case liability on the part of the insureds was not reasonably clear or beyond dispute, and the insurer did not leverage the payment of one claim under one coverage to obtain a favorable settlement of a second claim under a different coverage in the same policy. Instead, the insurer covered both insured parties under the same coverage in the policy. Therefore, the insurer did not violate the KUCSPA

Eastridge v. USAA Cas. Ins. Co., No. 2017-CA-000461-MR (August 24, 2018)
http://opinions.kycourts.net/coa/2017-CA-000461.PDF

Mere Technical Violation of Kentucky's Unfair Claims Settlement Practices Statute is Insufficient to Impose Liability Under the UCSPA

A motorist who was in a multi-vehicle accident sued another motorists' liability insurer for third-party bad faith in its claim handling. The court found that the plaintiff, while proving the insurer had some potential indemnity exposure, did not provide any affirmative facts to conclusively establish liability at the time the claim was brought to the insurer's attention. Additionally, although the insurer made some mistakes in its investigation such as documenting the totaled vehicle as having little to no damage, the Court held this rises to only the level of negligence and not the level of bad faith. Therefore, summary judgment in favor of the other driver's liability insurer was appropriate.

Crook v. Maguire, No. 2015-CA-000379-MR (May 11, 2018)
http://opinions.kycourts.net/coa/2015-CA-000379.PDF

Intentional Infliction of Emotional Distress Requires Expert Testimony but Emotional Damages under a Statutory Claim does Not

A doctor wrote fraudulent prescriptions in a patient's name and during a police investigation regarding this matter the police interviewed the patient. The patient sued the doctor for NEID, IIED, and violation of KRS 411.210, which creates a cause of action for identity theft. The suit was dismissed for lack of expert or scientific proof evidencing the damages. The appellate court affirmed the dismissal of the IIED and NEID claims because both require severe emotional distress to be actionable, and expert evidence is required to prove severe emotional distress. However, conduct that results in a party having a statutory cause of action only requires the victim supply testimony or evidence regarding the emotional distress caused by the conduct.

Feltner v. PJ Operations, No. 2016-CA-001536-MR (July 6, 2018)
http://opinions.kycourts.net/coa/2016-CA-001536.PDF

Going and Coming Rule Determined by Furtherance of Business or Interests

A delivery driver was on his way home from work when he struck and killed an individual. The individual's estate sued defendant for vicarious liability. The trial court ruled in favor of the defendant, granting summary judgment on the basis that the driver was not within his scope of employment. The appellate court affirmed this order stating, the determinative factor is not whether the driving of the vehicle was required by the driver's employment, but whether operating the vehicle was in furtherance of the defendant's business or interests. Because the driver was on his way home and in no way utilizing the vehicle to further the defendant's business or interest, the defendant was not vicariously liable for the accident.

Grego v. Jenkins, No. 2015-CA-001142-MR (January 13, 2017)
http://opinions.kycourts.net/coa/2015-CA-001142.PDF

No Church or Charitable Organization Exception to Requirements for Contractual Exculpation of Negligence

Plaintiff went to a church camp and plaintiff's mother signed a permission slip purporting to absolve the church of liability for injury or damage during plaintiff's participation at the camp. The plaintiff suffered an injury to her nose that ultimately required nose surgery. The plaintiff filed suit alleging negligence against the church and the church utilized the permission slip seeking summary judgment. Because it was not clear negligence of the church was included in the release, either explicitly or as the only reasonable construction of the contract language, negligence was not one of the included waivers. Additionally, the court declined to create an exception for churches or charitable organizations within Kentucky's standard for contracting around negligence.

CLK Multifamily Management, LLC v. Greenscapes Lawn & Landscaping, Inc., No. 2017-CA-000577-MR (April 27, 2018)
http://opinions.kycourts.net/coa/2017-CA-000577.PDF

Slip-and-Fall – Indemnification Clause Not Affected by Third-Party Suit

An apartment management company agreed with a snow removal contractor that the contractor would remove snow any time more than two inches accumulated. The parties also agreed that the management company would release the contractor from liability in all instances except when the contractor acted with gross negligence, bad faith, or willful misconduct. When a person was injured in a slip and fall, the apartment management company attempted to bring in the contractor as a defendant. The court held that the apartment management company contracted away its ability to hold the contractor liable for such negligence claims. The court held the exculpatory clause clearly and expressly contemplated such slip and fall scenarios and provided protection for the snow removal contractor. However, the management company argued that the indemnification clause allowed it to bring a claim against the contractor because a third-party (the injured party) is the plaintiff, and not the management company itself. But, the court ruled that the management company was still barred by its agreement with the contractor from bringing an indemnity claim against the contractor and that the injured party was free to name the contractor as a defendant and it chose not to.

B. SIGNIFICANT CASE PENDING BEFORE THE KENTUCKY SUPREME COURT

Lee Comley v. Auto-Owners Insurance Company, No. 2017-SC-000596

Homeowner's Coverage

The issues, involving potential coverage for damage to a home resulting from a nearby water main break, concern the scope of the "water damage" exclusions as to "water below the surface of the ground . . . which . . . flows, seeps or leaks through any part of a building.

Barbara Smith v. Bonnie Smith, No. 2017-SC-000348

Slip and Fall

Issues include whether the status of a visitor as an invitee, licensee, or trespasser continues to define the scope of the property owner's duty to the visitor.

Raymond Hayes, Et Al. v. D.C.I. Properties-D. Ky, LLC, Et Al., No. 2017-SC-000340

Trespasser and Attractive Nuisance

Issues include whether the 16-year-old plaintiff can recover for injuries sustained when he trespassed on the defendant's construction site.

Isaacs v. Sentinel Insurance Company, Limited, No. 2017-CA-000204

Underinsured Motorist Coverage

Issues include whether the shareholder of a law firm, organized as a professional services corporation (PSC), can use the corporation's underinsured motorist benefits to cover injuries sustained while operating a non-company auto (a bicycle).

Metzger v. Auto-Owners Ins. Co., No. 2016-CA-001625

Underinsured Motorist Coverage

Issues include whether a member of a limited liability company (LLC) can use the company's underinsured motorist benefits for bodily injuries sustained when the member was not operating a covered automobile.

These cases were pending at the time this summary was printed. To confirm whether the Supreme Court has issued a decision in this case, we invite you to visit our website at http://www.rolfeshenry.com.