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INSURANCE

Gilbertson v. State Farm, 845 F.2d 245

Appellants Gilbertson appeal the district court's grant of summary judgement to the defendant, holding that the Gilbertson's auto accident was beyond the coverage of the uninsured motorist clause in their policy. Affirmed.

In December, 1982, two members of the Gilbertson family were seriously injured and one was killed when their pick-up truck was struck by a 51 pound rock which fell from the overpass under which they were driving. The Gilbertsons sought compensation under their insurance policy on the grounds that Steven York, the person responsible for the fall of the rock onto their pick-up truck, drove to the overpass in an uninsured motor vehicle. The court found that the accident did not arise out of the operation, maintenance, or use of the uninsured vehicle. The claim failed to meet two requisite tests: (1) the accident must have arisen out of the use of the vehicle as a vehicle; and (2) a causal relationship must exist between the accident and the use of the vehicle.

Hartford Accident and Indemnity Co. v. Pacific Mutual Life Insurance Co., 861 F.2d 250

Appellant Hartford appeals a district court decision which found it liable for defective work performed by a subcontractor on a building owned by Pacific Mutual covered by two comprehensive general liability policies issued by Hartford. Affirmed in part, reversed in part, and remanded.

Contrary to the district court's findings, the court of appeals held that coverage of Hartford's policies was not intended to extend to ordinary business risks, such as those relating to the repair and replacement of faulty products. The only damage claimed by Pacific Mutual which was not excluded from the policies' coverage was the amount of any diminution in value which exceeded the replacement costs.

