SUPREME COURT OF OKLAHOMA

Haworth v. Jantzen

172 P.3d 193 (Okla. 2006) · No. No. 101,726 · Decided May 23, 2006

SUMMARY

The Supreme Court of Oklahoma held that exclusions in an Oklahoma Farm Bureau farm and ranch insurance policy were ambiguous because they appeared to conflict regarding coverage for land motor vehicles. Construing the ambiguity against the insurer, the court upheld summary judgment providing coverage for the insured's personal liability arising from a pickup-truck accident on the insured premises. The court vacated the Court of Civil Appeals' opinion and remanded for consideration of unresolved issues concerning post-judgment interest, costs, and attorney fees.

CASE DETAILS

COURT	Supreme Court of Oklahoma
WRITING FOR THE COURT	Kauger, J.; Watt, C.J.; Hargrave, J.; Edmondson, J.; Colbert, J.; Winchester, V.C.J.; Lavender, J.; Opala, J.; Taylor, J.
JURISDICTION	Oklahoma
DECIDED	May 23, 2006
DOCKET	No. 101,726
DISPOSITION	vacated
PROCEDURAL POSTURE	Oklahoma Farm Bureau Mutual Insurance Company appealed the trial court's summary judgment awarding the estate the $500,000 limit under a farm and ranch insurance policy. The Court of Civil Appeals reversed, holding that the policy unambiguously excluded coverage. The Oklahoma Supreme Court granted certiorari.
STANDARD OF REVIEW	De novo review applies to summary judgment involving only legal questions, including interpretation of an insurance contract and whether its terms are ambiguous.
PRECEDENTIAL VALUE	Published Oklahoma Supreme Court opinion
PARTIES	Oklahoma Farm Bureau Mutual Insurance Company, Policy No. XXXXXXXXX, Policy No. 42165015, Garnishee/Appellant v. Densi Haworth, Special Administratrix of the Estate of Brett Dewayne Haworth, Deceased, Plaintiff/Appellee

TOPICS

insurance coverage | contract interpretation | summary judgment | appellate procedure | civil procedure

PRACTICE AREAS

insurance | contracts | civil procedure | appellate procedure | torts

QUESTIONS PRESENTED

1. Whether the farm and ranch policy's motor-vehicle exclusions were ambiguous.
2. Whether the trial court properly construed the ambiguous exclusions against Farm Bureau and granted summary judgment providing coverage for the accident.
3. Whether the unresolved issues concerning post-judgment interest, costs, and attorney fees should be decided by the Oklahoma Supreme Court or remanded to the Court of Civil Appeals.

HOLDINGS

1. The policy exclusions were ambiguous because exclusions 1(b) and 1(c), read together, created conflicting and confusing possibilities concerning when coverage for injury arising from use of a land motor vehicle was excluded.
2. The ambiguous exclusions must be construed against Farm Bureau and in favor of the insured; therefore, the farm and ranch policy did not exclude coverage for Jantzen's personal liability arising from use of the pickup on the insured premises.
3. The trial court properly granted summary judgment because the material facts were undisputed and the coverage issue presented a question of law.
4. After vacating the Court of Civil Appeals opinion, the Supreme Court remanded the matter to that court to address the unresolved assignments of error concerning post-judgment interest, costs, and attorney fees.

KEY QUOTATIONS

> *"This language is conflicting, confusing, and ambiguous."* (¶ 16)

> *"When an insurance contract provision is ambiguous, words of inclusion will be liberally construed in favor the insured, and words of exclusion will be strictly construed against the insurer."* (¶ 17)

> *"CERTIORARI PREVIOUSLY GRANTED; COURT OF APPEALS OPINION VACATED AND MATTER REMANDED TO COURT OF CIVIL APPEALS FOR PROCEEDINGS CONSISTENT WITH THIS OPINION."* (¶ 20)

FACTUAL BACKGROUND

Theodore Jantzen was backing a pickup truck from a wheat field onto State Highway 58A when he collided with Brett Dewayne Haworth, who was riding a motorcycle. Haworth died from his injuries. Jantzen had an automobile policy and a farm and ranch policy issued by Oklahoma Farm Bureau, and the estate sought the

$500,000 farm-policy limit after the parties stipulated to a $775,000 judgment. The farm policy excluded liability arising from registered land motor vehicles and also excluded liability for land motor vehicles when injury occurred away from the insured premises.

PROCEDURAL HISTORY

After a motorcycle accident caused by Theodore Jantzen, the parties stipulated to a $775,000 judgment, with $500,000 to be sought through garnishment against Farm Bureau under its farm and ranch policy. The trial court granted the estate summary judgment and awarded the policy limits, including prejudgment interest and attorney fees. The Court of Civil Appeals reversed and remanded, and the Oklahoma Supreme Court granted certiorari, vacated the Court of Civil Appeals opinion, and remanded for consideration of unresolved assignments of error.

DISPOSITION

vacated

REMAND INSTRUCTIONS

The Court of Civil Appeals was instructed to address the assignments of error left unresolved by its prior decision, including issues concerning post-judgment interest, costs, and attorney fees. The Supreme Court expressed no view on the merits of those unresolved issues.

CASES CITED

- Town of Reydon v. Anderson, 1982 OK 92, 649 P.2d 541
- Bd. of Trustees of Town of Taloga v. Hadson Ohio Oil Co., 1978 OK 16, 574 P.2d 1038
- American Economy Ins. Co. v. Bogdahn, 2004 OK 9, 89 P.3d 1051
- Spears v. Shelter Mutual Ins. Co., 2003 OK 66, 73 P.3d 865
- Cranfill v. Aetna Life Ins. Co., 2002 OK 26, 49 P.3d 703
- Bituminous Casualty Corp. v. Cowen Const. Inc., 2002 OK 34, 55 P.3d 1030
- Dodson v. St. Paul Ins. Co., 1991 OK 24, 812 P.2d 372
- Max True Plastering Co. v. U.S.F. & G. Co., 1996 OK 28, 912 P.2d 861
- Harjo Gravel Co. v. Luke-Dick Co., 1944 OK 268, 153 P.2d 112
- McDonald v. Schreiner, 2001 OK 58, 28 P.3d 574
- Littlefield v. State Farm Fire & Casualty Co., 1993 OK 102, 857 P.2d 65
- Simpson v. Farmers Ins. Co., Inc., 1999 OK 51, 981 P.2d 1262
- Phillips v. Estate of Greenfield, 1993 OK 110, 859 P.2d 1101
- Wathor v. Mutual Assurance Administrators, Inc., 2004 OK 2, 87 P.3d 559
- Oliver v. Farmers Ins. Group of Companies, 1997 OK 71, 941 P.2d 985
- Indiana Nat. Bank v. State Dept. of Human Services, 1993 OK 101, 857 P.2d 53
- Head v. McCracken, 2004 OK 84, 102 P.3d 670
- In re Estate of MacFarline, 2000 OK 87, 14 P.3d 551

- Carmichael v. Beller, 1996 OK 48, 914 P.2d 1051
- Hough v. Leonard, 1993 OK 112, 867 P.2d 438
- Boren v. Thompson & Assoc., 2000 OK 3, 999 P.2d 438

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