UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

Thomas Garner and Cammi Garner v. The Cincinnati Insurance Company

Garner · No. 2:24-cv-00378-TC-DAO · Decided March 19, 2026

SUMMARY

The United States District Court for the District of Utah denied Cincinnati Insurance Company's motion for summary judgment in an insurance coverage dispute involving underinsured motorist benefits. The court held that genuine factual disputes existed regarding whether Thomas Garner was acting within the course and scope of his employment when he was injured while driving to a patient, and whether the insurer acted in bad faith in denying coverage. The court also denied summary judgment on the declaratory judgment claim and directed the parties to request a scheduling conference to set a trial date.

CASE DETAILS

COURT	United States District Court for the District of Utah, Central Division
WRITING FOR THE COURT	Tena Campbell
JURISDICTION	United States District Court for the District of Utah, Central Division
DECIDED	March 19, 2026
DOCKET	2:24-cv-00378-TC-DAO
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment in an insurance coverage action involving underinsured motorist benefits, alleged breach of contract, breach of the implied covenant of good faith and fair dealing, and declaratory relief.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that no genuine dispute as to any material fact exists and the movant is entitled to judgment as a matter of law. The court viewed the evidence and reasonable inferences in the light most favorable to the nonmoving party and denied judgment where a reasonable jury could return a verdict for the nonmoving party.
PRECEDENTIAL VALUE	unpublished

TOPICS

insurance coverage · uninsured motorist · insurance bad faith · declaratory relief insurance · summary judgment

PRACTICE AREAS

insurance · insurance coverage · insurance bad faith · contracts · civil procedure

QUESTIONS PRESENTED

1. Whether genuine disputes of material fact existed as to whether Garner was acting within the course and scope of his employment when the accident occurred.
2. Whether the policy's exhaustion provision barred recovery because the Garners had not exhausted the tortfeasor's liability coverage.
3. Whether genuine disputes of material fact existed as to whether Cincinnati Insurance acted in bad faith in denying coverage.
4. Whether Cincinnati Insurance was entitled to summary judgment on the Garners' declaratory-judgment claim.

HOLDINGS

1. Summary judgment was improper because the evidence would permit a reasonable jury to find that Garner's travel was within the course and scope of his employment.
2. The exhaustion issue did not support summary judgment because the Garners had submitted supplemental authority showing that they obtained payment from the tortfeasor's liability policy.
3. Summary judgment was improper because genuine disputes of material fact remained as to whether Cincinnati Insurance fairly investigated and evaluated the claim and whether its coverage denial was fairly debatable at the time it was made.
4. Summary judgment was denied on the declaratory-judgment claim for the same reasons that summary judgment was denied on the breach-of-contract and bad-faith claims.

KEY QUOTATIONS

> *"A reasonable jury could therefore find that Mr. Garner's home became "a sort of island identified as part of the employment premises.""*

> *"A reasonable jury could determine that AHCC exercised sufficient control over Mr. Garner's first drive of the day to find that his accident occurred during the course of his employment."*

> *"Since genuine issues of material fact remain regarding whether Cincinnati Insurance's denial of coverage constitutes bad faith, the court denies summary judgment on this claim."*

FACTUAL BACKGROUND

Thomas Garner, a traveling hospice nurse, was injured when his vehicle was rear-ended while he was traveling to see patients. His employer required traveling nurses to use cars, answer calls while driving, and travel to patient locations; Garner also performed work from home and had used company software before leaving on the day of the accident. After the tortfeasor's insurer paid its $1 million policy limit, Garner sought underinsured motorist benefits under his employer's Cincinnati Insurance policy, but Cincinnati denied coverage after consulting outside counsel. The Garners alleged breach of contract, breach of the implied covenant of good faith and fair dealing, and sought declaratory relief.

PROCEDURAL HISTORY

The Garners sued Cincinnati Insurance after it denied Thomas Garner's claim for underinsured motorist coverage under his employer's policy. The court previously denied Cincinnati Insurance's motion to dismiss, concluding that the policy provided coverage to AHCC employees driving any car while injured in the course of employment and that the bad-faith claim was adequately pleaded. After discovery, Cincinnati Insurance moved for summary judgment. The court denied the motion on all claims, finding genuine disputes of material fact and directing the parties to request a scheduling conference for trial.

DISPOSITION

other

CASES CITED

- Birch v. Polaris Industries, Inc., 812 F.3d 1238, 1251 (10th Cir. 2016)
- Roberts v. Associated Wholesale Grocers, Inc., No. 93-3327, 1994 WL 556887, at *1 (10th Cir. Oct. 12, 1994)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Ellis v. Salt Lake City Corp., 147 F.4th 1206, 1219 (10th Cir. 2025)
- Sawyers v. Norton, 962 F.3d 1270, 1282 (10th Cir. 2020)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- GeoMetWatch Corp. v. Behunin, 38 F.4th 1183, 1200 (10th Cir. 2022)
- Pioneer Centers Holding Co. Employee Stock Ownership Plan & Trust v. Alerus Financial, N.A., 858 F.3d 1324, 1334 (10th Cir. 2017)
- Drake v. Industrial Commission of Utah, 939 P.2d 177, 182 (Utah 1997)
- VanLeeuwen v. Industrial Commission of Utah, 901 P.2d 281, 284 (Utah Ct. App. 1995)
- Whitehead v. Variable Annuity Life Insurance Co., 801 P.2d 934, 937 (Utah 1989)
- Aqua Massage, LLC v. Labor Commission, No. 20030965-CA, 2005 WL 675008, at *1-*2 (Utah Ct. App. Mar. 24, 2005)
- State Insurance Fund v. Industrial Commission, 393 P.2d 397, 398-99 (Utah 1964)
- State (Tax Commission) v. Industrial Commission of Utah, 685 P.2d 1051, 1053 (Utah 1984)
- Colvin v. Giguere, 330 P.3d 83, 87 (Utah 2014)
- Buczynski v. Industrial Commission of Utah, 934 P.2d 1169, 1174 (Utah Ct. App. Mar. 13, 1997)

- Rattliff v. Regional Extended Home Care Personnel Services, L.L.C., 135 So. 3d 129, 132-33 (La. Ct. App. 2014)
- Ahlstrom v. Salt Lake City Corp., 73 P.3d 315, 319 (Utah 2003)
- Bailey v. Utah State Industrial Commission, 398 P.2d 545, 546 (Utah 1965)
- Davis v. Labor Commission, 424 P.3d 1105, 1109 (Utah 2018)
- Jex v. Utah Labor Commission, 306 P.3d 799, 807 (Utah 2013)
- McArthur v. State Farm Mutual Automobile Insurance Co., 274 P.3d 981 (Utah 2012)
- Prince v. Bear River Mutual Insurance Co., 56 P.3d 524, 533 (Utah 2002)
- Gibbs M. Smith, Inc. v. United States Fidelity & Guaranty Co., 949 P.2d 337, 344 (Utah 1997)
- Lund v. Truck Insurance Exchange, 494 P.3d 1045, 1052 (Utah 2021)
- Hoopes v. Owners Insurance Co., Case No. 2:15-cv-00734-PMW, 2018 WL 3320799, at *2 (D. Utah July 5, 2018)
- M.A. v. Regence BlueCross BlueShield of Utah, 479 P.3d 1152, 1158 (Utah Ct. App. 2020)
- Jones v. Farmers Insurance Exchange, 286 P.3d 301, 305 (Utah 2012)
- Saleh v. Farmers Insurance Exchange, 133 P.3d 428, 435 (Utah 2006)
- Fire Insurance Exchange v. Oltmanns, 370 P.3d 566, 569 (Utah Ct. App. 2016), aff'd, 2017 WL 5623415 (Utah Nov. 21, 2017)
- Eldredge v. State Farm Mutual Automobile Insurance Co., No. 2:12-cv-900-DAK, 2014 WL 1875663, at *6 (D. Utah May 9, 2014)
- Selective Insurance Co. of South Carolina v. Sela, 455 F. Supp. 3d 841, 860 (D. Minn. 2020), aff'd, 11 F.4th 844 (8th Cir. 2021)