UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE, EASTERN DIVISION

# West Bend Insurance Company v. Crossroads Prayer Retreat, Virginia Holland, and Timothy Hall

West Bend · No. 1:25-cv-01218-STA-jay · Decided June 24, 2026

## SUMMARY

The United States District Court for the Western District of Tennessee granted West Bend Insurance Company's motion for judgment on the pleadings in a declaratory judgment action concerning its duty to defend and indemnify defendants in underlying litigation. Applying Tennessee law, the court held that the policy's automobile exclusion barred coverage because the underlying claims arose from the use or operation of a motor vehicle, regardless of whether the vehicles made physical contact. The court also struck exhibits attached to defendants' response as matters outside the pleadings.

## CASE DETAILS

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| COURT | United States District Court for the Western District of Tennessee, Eastern Division |
| WRITING FOR THE COURT | S. Thomas Anderson |
| JURISDICTION | United States District Court for the Western District of Tennessee, Eastern Division |
| DECIDED | June 24, 2026 |
| DOCKET | 1:25-cv-01218-STA-jay |
| DISPOSITION | other |
| PROCEDURAL POSTURE | Declaratory judgment action by an insurer seeking a declaration that it owed no duty to defend or indemnify insured defendants in underlying state-court tort litigation. The court granted the insurer's Rule 12(c) motion for judgment on the pleadings and struck exhibits submitted with the defendants' opposition. |
| STANDARD OF REVIEW | A Rule 12(c) motion is reviewed under the same standard as a Rule 12(b)(6) motion. The court accepts well-pleaded factual allegations as true, disregards legal conclusions, and determines whether the pleadings plausibly establish entitlement to relief. In evaluating the insurer's duty to defend, the court considers only the allegations in the |

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| | underlying complaint and does not resolve the merits of the underlying action or act as a fact-finder. |
| PRECEDENTIAL VALUE | Unpublished federal district-court opinion; nonprecedential |

## TOPICS

duty to defend · duty to indemnify · insurance coverage · declaratory relief insurance · motion for judgment on the pleadings

## PRACTICE AREAS

insurance coverage · insurance litigation · civil procedure · declaratory judgment

## QUESTIONS PRESENTED

1. Whether the court could consider affidavits and an incident report attached to the defendants' opposition to a Rule 12(c) motion.
2. Whether the allegations in the underlying complaint established that the claimed bodily injuries arose out of the use or operation of an auto within the policy's auto exclusion.
3. Whether West Bend owed the defendants a duty to defend or indemnify them in the underlying litigation.

## HOLDINGS

1. The court may not consider affidavits and an incident report submitted with the defendants' opposition because they were not pleadings and the defendants did not move to amend or request leave to amend.
2. The policy's auto exclusion applied because the underlying claims alleged bodily injuries arising out of Hall's use and operation of a motor vehicle, regardless of whether the vehicles actually made contact.
3. West Bend owed no duty to defend or indemnify Crossroads Prayer Retreat, Virginia Holland, or Timothy Hall in the underlying litigation because the pleaded claims fell within the policy's auto exclusion.

## KEY QUOTATIONS

> *"The duty to defend is broader than the duty to indemnify because the duty to defend is based on the facts alleged, while the duty to indemnify is based upon the facts found by the trier of fact."* (at 835)

> *"Thus, even if the Underlying Complaint "leaves open the possibility" that there was no contact between the two vehicles, that does not change the fact that the Underlying Plaintiffs claim they were injured because of Hall's use of his vehicle."* (at 11)

## FACTUAL BACKGROUND

The underlying state-court action arose from a December 27, 2023 collision in McNairy County, Tennessee, involving a side-by-side utility vehicle carrying Jimmy Kevin Hancock and a minor passenger and a vehicle operated by Timothy Hall. The underlying complaint alleged that Hall, while acting as an agent or employee of Crossroads Prayer Retreat, negligently or intentionally accelerated his vehicle toward or collided with the side-by-side, causing bodily injuries and supporting negligence, assault, battery, and intentional-infliction-of-emotional-distress claims. West Bend's commercial general liability policy excluded bodily injury arising out of the ownership, maintenance, use, or entrustment of an auto owned or operated by an insured. The defendants admitted that the underlying claims involved injuries arising from Hall's operation of a vehicle and that the policy contained the auto exclusion.

### PROCEDURAL HISTORY

West Bend filed this diversity declaratory judgment action concerning coverage under a commercial general liability policy. The defendants answered and opposed West Bend's motion for judgment on the pleadings, attaching affidavits and an underlying incident report. The court disregarded and struck those materials as matters outside the pleadings, applied the allegations in the underlying complaint and the defendants' admissions, granted judgment for West Bend, and directed the Clerk to enter judgment.

### DISPOSITION

other

### CASES CITED

- Fritz v. Charter Twp. of Comstock, 592 F.3d 718, 722 (6th Cir. 2010)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 557 (2007)
- Bates v. Green Farms Condo. Ass'n, 958 F.3d 470, 483-84 (6th Cir. 2020)
- Harrell v. United States, 13 F.3d 232, 236 (7th Cir. 1993)
- Hisrich v. Volvo Cars of N. Am., Inc., 226 F.3d 445, 449 (6th Cir. 2000)
- Erie R. Co. v. Tompkins, 304 U.S. 64, 78 (1938)
- St. Paul Fire & Marine Ins. Co. v. Torpoco, 879 S.W.2d 831, 835 (Tenn. 1994)
- American Policyholders' Ins. Co. v. Cumberland Cold Storage Co., 373 A.2d 247, 249 (Me. 1977)
- Drexel Chem. Co. v. Bituminous Ins. Co., 933 S.W.2d 471, 480 (Tenn. Ct. App. 1996)
- Dempster Bros., Inc. v. U.S. Fid. & Guar. Co., 54 Tenn. App. 65, 388 S.W.2d 153, 156 (1964)
- Travelers Indem. Co. of Am. v. Moore & Assocs., Inc., 216 S.W.3d 302, 305 (Tenn. 2007)
- Garrison v. Bickford, 377 S.W.3d 659, 664 (Tenn. 2012)
- Martin v. Powers, 505 S.W.3d 512, 517 (Tenn. 2016)
- S. Trust Ins. Co. v. Phillips, 474 S.W.3d 660, 667 (Tenn. Ct. App. 2015)
- Johnson v. State Farm Fire & Cas. Co., 572 F. Supp. 3d 454, 457-58 (W.D. Tenn. 2021)
- GuideOne America Insurance Co. v. Perry, 2016 WL 7497583, at *3 (W.D. Tenn. Apr. 12, 2016)
- Century Surety Co. v. Education is the Key, LLC, 716 F. Supp. 3d 612, 622 (W.D. Tenn. 2024)
- Auto-Owners Ins. Co. v. England, 2013 WL 3423817, at *3 (E.D. Tenn. July 8, 2013)