UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

Landmark Trucking, LLC, and Landmark Forward Companies, LLC v. Berkshire Hathaway Homestate Insurance Company, and Hanover Insurance Group

Landmark Trucking · No. 2:24-cv-00708-DBB-JCB · Decided May 1, 2026

SUMMARY

The United States District Court for the District of Utah grants Berkshire Hathaway Homestate Insurance Company's motion for summary judgment in an insurance coverage dispute arising from damage to an excavator transported by Landmark Trucking. The court holds that the policy's cargo coinsurance provision limited repair-cost coverage to $12,662.11 and that rental expenses were subject to a $5,000 mitigation limit and a consent requirement. The court also rejects Landmark's claims based on delayed claim processing and the implied covenant of good faith and fair dealing.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	David Barlow
JURISDICTION	United States District Court for the District of Utah
DECIDED	May 1, 2026
DOCKET	2:24-cv-00708-DBB-JCB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Berkshire Hathaway Homestate Insurance Company moved for summary judgment on plaintiffs' breach of contract, breach of the implied covenant of good faith and fair dealing, and contract reformation claims after removal from Utah state court.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the factual record and reasonable inferences in the light most favorable to the nonmovant.
PRECEDENTIAL VALUE	unknown

PARTIES

Landmark Trucking, LLC, Landmark Forward Companies, LLC v. Berkshire Hathaway Homestate Insurance Company, Hanover Insurance Group

TOPICS

insurance coverage · contract interpretation · summary judgment · breach of contract · civil procedure

PRACTICE AREAS

insurance coverage · commercial litigation · contract law · civil procedure

QUESTIONS PRESENTED

1. Whether Berkshire breached the insurance policy by refusing to pay Landmark's full claimed rental and repair expenses.
2. Whether Berkshire breached the implied covenant of good faith and fair dealing by allegedly delaying investigation, claim processing, communications, and approval of repairs.
3. Whether the policy should be reformed based on mutual or unilateral mistake.

HOLDINGS

1. Berkshire did not breach the policy by refusing to pay $55,448.20 in rental expenses because the expenses were subject to the policy's $5,000 loss-mitigation limit and the requirement that the insured obtain Berkshire's consent before assuming obligations, making payments, or incurring expenses.
2. Berkshire did not breach the policy by refusing to pay the full $68,161.86 repair cost because the excavator was cargo, not a covered auto or the covered auto's equipment, and the cargo coinsurance provision limited recovery to $12,662.11.
3. Landmark failed to establish a breach of contract based on claim-processing delay because it identified no contractual provision Berkshire violated and offered no evidence that the six-month repair period was unreasonable.
4. Berkshire did not breach the implied covenant of good faith and fair dealing because its investigation, valuation, communications, and claim handling were objectively reasonable on the undisputed record.
5. Landmark was not entitled to reformation because it did not establish by clear and convincing evidence a mutual or unilateral mistake concerning the policy's coverage or terms.

KEY QUOTATIONS

> *“An insurance policy “begins with a general grant of coverage,” but the “exclusions and endorsements included in the Policy then act as a funnel to narrow the Policy’s general grant of coverage in certain instances.””* (Discussion I.A.2)

> *“Under these facts, Berkshire’s conduct in processing the claim and communicating with the parties passes the “reasonableness” test.”* (Discussion II)

> *"Thus, extrinsic evidence cannot supplant the plain language of the unambiguous Policy here, regardless of its complexity."* (Discussion III)

FACTUAL BACKGROUND

On July 19, 2023, a Landmark-owned truck transporting an excavator struck an overpass, damaging the excavator and bridge; debris also struck another vehicle. Berkshire insured the truck under a policy with a $100,000 cargo limit and a $10,000 deductible, while Hanover separately insured the flatbed trailer. Landmark incurred $55,448.20 in excavator rental expenses and sought $68,161.86 in repair costs. Berkshire applied the policy's cargo coinsurance provision and offered $12,662.11, while Landmark claimed the policy required payment of the full amount and sought reformation.

PROCEDURAL HISTORY

Landmark filed a complaint in the Fourth Judicial District Court of Utah seeking $123,610.06 for excavator repair and rental expenses. The action was removed to the United States District Court for the District of Utah. The district court granted Berkshire's motion for summary judgment on all claims.

DISPOSITION

other

CASES CITED

- Dyno Nobel v. Steadfast Ins. Co., 85 F.4th 1018, 1025–26 (10th Cir. 2023)
- Accesslex Inst. v. Philpot, 2023 UT App 21, ¶ 25, 526 P.3d 1282
- Am. W. Bank Members, L.C. v. State, 2014 UT 49, ¶ 15, 342 P.3d 224
- Compton v. Houston Cas. Co., 2017 UT 17, ¶ 17, 393 P.3d 305
- Ohio Cas. Ins. Co. v. Unigard Ins. Co., 2012 UT 1, ¶ 16, 268 P.3d 180
- Utah Farm Bureau Ins. Co. v. Crook, 980 P.2d 685, 686 (Utah 1999)
- Brigham Young Univ. v. Lumbermens Mut. Cas. Co., 965 F.2d 830, 835 (10th Cir. 1992)
- LDS Hosp. v. Capitol Life Ins. Co., 765 P.2d 857, 858 (Utah 1988)
- Smith v. St. Paul Fire & Marine Ins. Co., No. 95-3370, 1996 WL 580020, at *2 (10th Cir. 1996)
- Castillo v. Atlanta Cas. Co., 939 P.2d 1204, 1205–09 (Utah Ct. App. 1997)
- Monarch Casino & Resort, Inc. v. Affiliated FM Ins. Co., 85 F.4th 1034, 1043 (10th Cir. 2023)
- Arlington Mgmt. Assocs., Inc. v. Urology Clinic of Utah Valley, LLC, 2021 UT App 72, ¶¶ 13, 16, 496 P.3d 719
- iDrive Logistics LLC v. IntegraCore LLC, 2018 UT App 40, ¶ 43, 424 P.3d 970
- Larada Scis. v. Pediatric Hair Sols., No. 2:18-cv-00551, 2023 WL 6609492, at *4 n.67 (D. Utah Oct. 10, 2023)
- Hand Cut Steaks, Inc. v. S. Ins. Co., No. 4:16-cv-00531, 2017 WL 5458008, at *2 (E.D. Ark. Nov. 13, 2017)
- State Auto Prop. & Cas. Ins. Co. v. Boardwalk Apartments, L.C., 572 F.3d 511, 516 (8th Cir. 2009)

- Wetmore v. Unigard Ins. Co., 107 P.3d 123, 125 (Wash. App. 2005)
- NetDictation LLC v. Rice, 2019 UT App 198, ¶¶ 20–27, 455 P.3d 625
- Rawson v. Conover, 2001 UT 24, ¶ 44, 20 P.3d 876
- Malibu Inv. Co. v. Sparks, 2000 UT 30, ¶ 19, 996 P.2d 1043
- St. Benedict's Dev. Co. v. St. Benedict's Hosp., 811 P.2d 194, 199–200 (Utah 1991)
- Beck v. Farmers Ins. Exch., 701 P.2d 795, 801 (Utah 1985)
- Owners Ins. Co. v. Dockstader, No. 2:18-cv-173, 2019 WL 1206886, at *5 (D. Utah Mar. 14, 2019)
- State Farm Mut. Auto. Ins. v. Kay, 487 P.2d 852, 855 (Utah 1971)
- Blakely v. USAA Cas. Ins. Co., 691 F. App'x 526, 535 (10th Cir. 2017)
- Machan v. UNUM Life Ins. Co. of Am., 116 P.3d 342, 347 (Utah 2005)
- Taylor v. State Farm Fire & Cas. Co., No. 1:22-cv-00101, 2024 WL 4043535, at *3–4 (D. Utah Sept. 4, 2024)
- Campbell v. State Farm Mut. Auto. Ins. Co., 840 P.2d 130, 138 (Utah Ct. App. 1992)
- Eggett v. Wasatch Energy Corp., 2004 UT 28, ¶ 23, 94 P.3d 193
- Olé Mexican Foods Inc. v. J. & W. Dist. LLC, 2024 UT App 67, ¶ 34, 549 P.3d 663
- Healy-Petrik v. State Farm Fire & Cas. Co., No. 2:20-cv-00611, 2022 WL 464220, at *6 (D. Utah Feb. 15, 2022)
- Braun v. Medtronic Sofamor Danek, Inc., 141 F. Supp. 3d 1177, 1187–88 (D. Utah 2015), aff'd, 719 F. App'x 782 (10th Cir. 2017)
- E & H Land, Ltd. v. Farmington City, 2014 UT App 237, ¶ 25, 336 P.3d 1077
- Burningham v. Westgate Resorts, Ltd., 2013 UT App 244, ¶ 12, 317 P.3d 445
- F.D.I.C. v. Taylor, 2011 UT App 416, ¶ 47, 267 P.3d 949
- Peterson v. Coca-Cola USA, 2002 UT 42, ¶ 19, 48 P.3d 941
- Guardian State Bank v. Stangl, 778 P.2d 1, 5–6 (Utah 1989)
- S.W. Energy Corp. v. Cont'l Ins. Co., 1999 UT 23, ¶ 12, 974 P.2d 1239
- Village Inn Apartments v. State Farm Fire & Cas. Co., 790 P.2d 581, 583 (Utah Ct. App. 1990)
- Farmers Ins. Exchange v. Call, 712 P.2d 231, 233 (Utah 1985)
- Allegis Inv. Servs., LLC v. Arthur J. Gallagher & Co., 371 F. Supp. 3d 983, 1007–08 (D. Utah 2019)
- Russell v. Mass. Mut. Life Ins. Co., No. 4:24-cv-00098, 2026 WL 483193, at *8 (D. Utah Feb. 20, 2026)
- Regal RealSource LLC v. Enlaw LLC, 2024 UT App 95, ¶ 20, 554 P.3d 1112
- Saleh v. Farmers Ins. Exch., 2006 UT 20, ¶ 21, 133 P.3d 428
- Mackley v. Openshaw, 2019 UT 74, ¶ 38, 456 P.3d 742
- John Call Eng'g, Inc. v. Manti City Corp., 743 P.2d 1205, 1208 (Utah 1987)
- Provo City Corp. v. Nielson Scott Co., 603 P.2d 803, 806 (Utah 1979)