

# Obtained a Summary Judgment Ruling that its Insurer Client Owed no Defense or Indemnity Under a Business Auto Policy of Insurance

SmithAmundsen obtained a summary judgment ruling that its insurer client owed no defense or indemnity under a business auto policy of insurance. Granting our client summary judgment, the court held that the policy provided no coverage because the subject vehicle was not providing non-emergency medical transportation the time of the accident and, therefore, failed to qualify as a "covered 'auto,'" and the accident did not occur while the vehicle was being operated by a designated named operator.

## PROFESSIONALS

Tim Fagan  
Partner

Katie Falkenberg  
Partner

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