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Contact:
John S. Na
Senior Associate
213.417.5179
jna@mpplaw.com

Regular Use of Employer's Van Precludes Coverage under Automobile Policy

A California Court of Appeal found that the insured's regular use of her employer's vehicle precluded coverage under her auto policy.

Javier Medina v. GEICO Indemnity Company
(Fifth District Court of Appeal of California, February 8, 2017)
8 Cal.App.5th 251

A driver insured by GEICO was involved in an auto accident while running personal errands in her employer's van. The insured tendered the ensuing personal injury suit to GEICO, and coverage was denied. The insured then assigned all of her rights against GEICO to the injured driver, who then filed suit against GEICO for breach of contract, bad faith, and declaratory relief. The trial court granted GEICO's motion for summary judgment on the ground that the policy did not cover the insured's use of a "non-owned" vehicle that was "furnished for [her] regular use." The injured driver appealed and the Court of Appeal affirmed the lower court's ruling. The Court held that because the employer allowed the insured to use the company van for both business and personal use, her use of the van at the time of the accident to run personal errands was not a departure from her custom and practice, and hence, the van was furnished for her "regular use."

To view the opinion, click [HERE](#).

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