

STATEMENT OF LEGAL ISSUES

- I. WHERE THE VEHICLE OWNER'S PRIMARY LIABILITY LIMITS HAVE BEEN EXHAUSTED, MUST THE NON-OWNER DRIVER'S LIABILITY COVERAGE BE EXHAUSTED AHEAD OF THE OWNER'S UMBRELLA LIABILITY COVERAGE?

The trial court held that the language of NFU's umbrella policy and Farm & City's personal auto policy were mutually repugnant; and that as a result, both insurance companies were liable on a pro rata basis.

- II. WAS NFU ENTITLED TO A JUDGMENT AGAINST FARM & CITY IN THE AMOUNT OF \$50,000?

The trial court held that Farm & City only had to pay a pro rata share of the excess settlement amount, which was 4.76% of \$235,000, and awarded judgment in favor of NFU and against Farm & City in the amount of \$11,186.

- III. WHETHER THE TRIAL COURT ERRED IN FAILING TO MAKE AN AWARD OF COSTS TO NFU?

The trial court decided neither party would be awarded costs.