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IN THE
COURT OF APPEALS OF INDIANA

William Hoppe, as Father and Natural Guardian of Madison Hoppe, a Minor, and Shellie and Christopher Knoll,

Appellants-Defendants,

v.

Safeco Insurance Company of Indiana,

Appellee-Plaintiff.

July 26, 2021

Court of Appeals Case No. 21A-PL-73

Appeal from the Hamilton Superior Court

The Honorable J. Richard Campbell, Judge

Trial Court Cause No. 29D04-1901-PL-829

Kirsch, Judge.

[1] This appeal arises from a grant of summary judgment in favor of Safeco Insurance Company of Indiana ("Safeco") in Safeco's declaratory judgment action to determine whether Safeco had a duty to indemnify their insureds, Shellie and Christopher Knoll ("the Knolls") in a lawsuit filed by William Hoppe ("Hoppe"), as Father and Natural Guardian of Madison Hoppe ("Madison"), a minor. Madison sustained personal injuries after falling out of a golf cart owned by the Knolls that was being operated by the Knolls' minor daughter in the parking lot of an outdoor music venue located near the Knolls' neighborhood. The trial court granted summary judgment in favor of Safeco, determining that the insurance policy issued by Safeco to the Knolls provided no coverage for the Knolls' potential liability because an exclusion in the insurance policy bars any liability coverage where, as here, the injuries at issue arose from the use of a "motorized land vehicle" owned by an insured and not within the legal boundaries of a golfing facility or the Knolls' residential community or on an insured location. Hoppe and the Knolls (together, "Defendants") join together in this appeal and raise the following restated issue for our review: whether the trial court erred in granting summary judgment to Safeco and concluding that any alleged liability for the accident arising from the use of the Knolls' golf cart was excluded from coverage under the homeowner's insurance policy because Defendants claim that: (1) the use of a golf cart in the parking lot where the accident occurred was on an insured location because the Knolls had a right or privilege to use the parking lot and such right or privilege arose out of their residence premises due to the proximity of the parking lot to the residence premises; and (2) the injuries sustained arose from the Knolls'

failure to obtain immediate medical attention after the accident occurred and such claim was separate from any of the initial injuries incurred as a result of the use of the golf cart.

[2] We affirm.

Facts and Procedural History

[3] In July 2015, Christopher Knoll ("Christopher") purchased a 2001 Yamaha golf cart from an ad on Craigslist for the purpose of driving his family to and from the pool located in the neighborhood where the Knolls lived. *Appellants' App. Vol. 2* at 136, 159-60. The golf cart seated four people, two in the front and two in the back and was stored in the garage of the Knolls' residence at 12701 Buck Run Drive, in Noblesville, Indiana. *Id*. at 155, 163-165. Hailey Bradford ("Hailey"), Christopher's stepdaughter, who was a minor and lived in the residence with the Knolls, was allowed to drive the golf cart and had done so approximately ten to twenty times prior to the events of this case. *Id*. at 161.

[4] On October 7, 2017, Madison and Hailey had a sleepover at the Knolls' residence and asked to drive the golf cart that night, but Christopher put them off. *Id*. at 156-57. The next morning, on October 8, 2017, the two girls again asked Christopher if they could drive the golf cart, and he agreed. *Id*. at 157-58. Shellie Knoll informed Madison's mother via text message that Christopher was taking the girls cruising on the golf cart in the parking lot of the Klipsch Music Center ("the Klipsch Parking Lot"). *Id*. at 178, 184.

[5] To get to the Klipsch Parking Lot, Christopher, with the two girls as passengers, backed the golf cart out of the garage and down the driveway, turned east onto Buck Run Road, turned north onto Royal Grove Drive, and then turned east onto the street that exited the Knolls' neighborhood. *Id*. at 209, 211. At the exit of the neighborhood, which is located about halfway between 146th Street and 156th Street, Christopher turned south onto a paved path that runs north to south from 146th Street to 156th Street and parallel to Boden Road. *Id*. at 209. He continued south on that path until reaching the entrance to an apartment complex, turned east again to cross Boden Road, and then entered the Klipsch Parking Lot through a gate situated in the northwest corner of the property near a security building. *Id*. at 209, 211-12.

[6] Once in the Klipsch Parking Lot, Christopher instructed Madison and Hailey to take it slow, to not make sharp turns, to hold on, to keep their feet down, and to not reach out of the golf cart. *Id*. at 167-68, 212-13. He then allowed Hailey to drive the golf cart with Madison as a passenger, while he stood nearby and watched. *Id*. at 212-13. A short time later, while Hailey was driving in the Klipsch Parking Lot, Madison fell out the golf cart and sustained injuries. *Id*. at 169-71, 184.

[7] On May 7, 2018, Hoppe filed a complaint against the Knolls, alleging that the Knolls were responsible for Madison's injuries under theories of negligence, negligent supervision, negligent entrustment, and failure to obtain timely medical care and treatment and seeking damages for Madison's injuries. *Id*. at 24-26. On the date of the accident, the Knolls maintained a homeowner's

insurance policy with Safeco, effective May 1, 2017, to May 1, 2018 ("the Policy"). *Id*. at 15. On January 23, 2019, Safeco filed a complaint against Hoppe and the Knolls, seeking a declaratory judgment that it had no duty to defend or to indemnify the Knolls against the complaint filed by Hoppe in the underlying case. *Id*. at 12-19. In Safeco's complaint, it alleged that an exclusion in the Policy eliminated any liability coverage for claims of bodily injury arising out of the ownership, maintenance, use, loading, or unloading of a motorized land vehicle. *Id*.

[8] The Policy included the following pertinent provisions:

> **SECTION II - LIABILITY COVERAGES**
>
> **LIABILITY LOSSES WE COVER**
>
> **COVERAGE E - PERSONAL LIABILITY**
>
> If a claim is made or a suit is brought against any insured for damages because of ***bodily injury or property damage*** caused by an ***occurrence*** to which this coverage applies, we will:
>
> 1. pay up to our limit of liability for the damages for which the ***insured*** is legally liable; and
>
> 2. provide a defense at our expense by counsel of our choice even if the allegations are groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the ***occurrence*** equals our limit of liability.

. . . .

LIABILITY LOSSES WE DO NOT COVER

1. **Coverage E - Personal Liability** and **Coverage F - Medical Payments to Others** do not apply to bodily injury or property damage:

. . . .

f. arising out of the ownership, maintenance, use, loading or unloading of:

. . . .

(2) motorized land vehicles, including any trailers, owned or operated by or rented or loaned to any ***insured***.

This exclusion does not apply to:

. . . .

(b) a motorized land vehicle designed for recreational use off public roads, not subject to motor vehicle registration, licensing or permits and:

. . . .

ii. owned by any ***insured***, while on an ***insured location***;

(c) a motorized golf cart which is owned by an ***insured***, designed to carry up to 4 persons, not built or modified after manufacture

to exceed a speed of 25 miles per hour on level ground and at the time of an ***occurrence*** is within the legal boundaries of:

i. a golfing facility and is parked or stored there, or being used by an ***insured*** to:

(i) play the game of golf or for other recreational or leisure activity allowed by the facility;

(ii) travel to or from an area where motor vehicles or golf carts are parked or stored; or

(iii) cross public roads at designated points to access other parts of the golfing facility; or

ii. a private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an ***insured's*** residence.

Id. at 72-73 (emphasis in original).

[9] The Policy also includes the following definitions:

b. ***"Bodily injury"*** means bodily harm, sickness or disease, including required care, loss of services and death resulting therefrom.

. . . .

h. ***"Insured location"*** means:

(1) the ***residence premises***;

(2) the part of any other premises, other structures and grounds, used by you as a residence and which is shown in your Policy Declarations. This includes any premises, structures and grounds which are acquired by you during the policy period for your use as a residence;

(3) any premises not owned by you which you have a right or privilege to use arising out of **h.1.** or **h.2.** above;

. . . .

i. ***"Occurrence"*** means an accident, including exposure to conditions which results in:

(1) ***bodily injury***; or

(2) ***property damage***;

during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one ***occurrence***.

. . . .

o. ***"Residence premises"*** means:

(1) the one, two, three or four family dwelling, used principally as a private residence;

(2) other structures and grounds; or

(3) that part of any other building;

> where you reside and which is shown in your Policy Declarations.

Id. at 81-84 (emphasis in original).

[10] On March 21, 2019, Hoppe filed his answer to Safeco's declaratory judgment action, and on October 25, 2019, the Knolls filed their answer. *Id*. at 102-06, 107-11. On September 28, 2020, Safeco filed a motion for summary judgment, along with a supporting memorandum and designation of evidence, requesting that the trial court declare that the Policy provided no coverage for the Knolls' potential liability in the underlying case that Hoppe had filed against the Knolls and that Safeco had no duty to indemnify or defend the Knolls in the underlying case. *Id*. at 112-84. On November 19, 2020, the Defendants filed their respective responses and designated evidence in support of their responses. *Id*. at 185-214; *Appellants' App. Vol. 3* at 2-78. Safeco filed its reply in support of summary judgment on December 10, 2020, and a hearing was held on December 14, 2020. *Appellants' App. Vol. 2* at 8; *Appellants' App. Vol. 3* at 79-89. On December 15, 2020, the trial court issued its order granting summary judgment to Safeco and against the Defendants, concluding that the Policy provided no coverage for any potential liability on behalf of the Knolls and that Safeco had no duty to indemnify or defend the Knolls in the underlying case filed by Hoppe against the Knolls. *Appellant's App. Vol. 2* at 10-11. The Defendants now jointly appeal.

Discussion and Decision

[11] The Defendants argue that the trial court erred in granting summary judgment in favor of Safeco. When reviewing the grant or denial of a motion for summary judgment, we apply the same standard as the trial court: whether there is a genuine issue of material fact and whether the moving party is entitled to judgment as a matter of law. *Anonymous Dr. A v. Foreman*, 127 N.E.3d 1273, 1276 (Ind. Ct. App. 2019) (citing *Monroe Guar. Ins. Co. v. Magwerks Corp.*, 829 N.E.2d 968, 973 (Ind. 2005)). We stand in the shoes of the trial court and apply a de novo standard of review. *FLM, LLC v. Cincinnati Ins. Co.*, 973 N.E.2d 1167, 1173 (Ind. Ct. App. 2012) (citing *Cox v. N. Ind. Pub. Serv. Co.*, 848 N.E.2d 690, 695 (Ind. Ct. App. 2006)), *trans. denied*. Our review of a summary judgment ruling is limited to those materials designated to the trial court. Ind. Trial Rule 56(H); *Thornton v. Pietrzak*, 120 N.E.3d 1139, 1142 (Ind. Ct. App. 2019), *trans. denied*. Summary judgment is appropriate only where the designated evidence shows there are no genuine issues of material fact, and the moving party is entitled to judgment as a matter of law. T.R. 56(C). For summary judgment purposes, a fact is "material" if it bears on the ultimate resolution of relevant issues. *FLM*, 973 N.E.2d at 1173. We view the pleadings and designated materials in the light most favorable to the non-moving party. *Id*. Additionally, all facts and reasonable inferences from those facts are construed in favor of the non-moving party. *Id*. (citing *Troxel Equip. Co. v. Limberlost Bancshares*, 833 N.E.2d 36, 40 (Ind. Ct. App. 2005), *trans. denied*). The initial burden is on the moving party to demonstrate the absence of any

genuine issue of fact as to a determinative issue, at which point the burden shifts to the non-movant to come forward with contrary evidence showing an issue for the trier of fact. *Hughley v. State*, 15 N.E.3d 1000, 1003 (Ind. 2014).

[12] A trial court's grant of summary judgment is clothed with a presumption of validity, and the party who lost in the trial court has the burden of demonstrating that the grant of summary judgment was erroneous. *Henderson v. Reid Hosp. and Healthcare Servs.*, 17 N.E.3d 311, 315 (Ind. Ct. App. 2014), *trans. denied*. We will affirm upon any theory or basis supported by the designated materials. *Id*. When a trial court grants summary judgment, we carefully scrutinize that determination to ensure that a party was not improperly prevented from having his or her day in court. *Id*.

[13] The interpretation of an insurance policy is primarily a question of law and, therefore, is a question particularly suited for summary judgment. *Hammerstone v. Ind. Ins. Co.*, 986 N.E.2d 841, 846 (Ind. Ct. App. 2013) (citing *Lake States Ins. Co. v. Tech Tools, Inc.,* 743 N.E.2d 314, 318 (Ind. Ct. App. 2001)). "Insurance policies are contracts 'subject to the same rules of judicial construction as other contracts.'" *Erie Indem. Co. for Subscribers at Erie Ins. Exch. v. Estate of Harris by Harris*, 99 N.E.3d 625, 629 (Ind. 2018). When presented with a dispute over the meaning of insurance policy terms, Indiana courts afford clear and unambiguous policy language its plain, ordinary meaning. *Progressive Se. Ins. Co. v. Chastain*, 153 N.E.3d 330, 337-38 (Ind. Ct. App. 2020). Where there is an ambiguity, policies are to be construed strictly against the insurer. *Hammerstone*, 986 N.E.2d at 846. Insurance policy provisions are ambiguous only if they are

"susceptible to more than one reasonable interpretation" and reasonably intelligent persons would honestly differ as to their meaning. *Chastain*, 153 N.E.3d at 338. An ambiguity does not exist, however, merely because the parties favor a different interpretation and disagree over a policy term's meaning. *Id*. A court should construe the language of a contract so as not to render any words, phrases, or terms ineffective or meaningless. *Hammerstone*, 986 N.E.2d at 846.

[14] Defendants assert that the trial court erred when it granted summary judgment in favor of Safeco and determined that the Policy did not provide coverage for Hoppe's claims against the Knolls. Defendants contend that the exclusion in the Policy for motorized land vehicles does not apply to the situation here because an exception to the exclusion applies. Specifically, Defendants argue that the exception for "motorized land vehicles designed for recreational use off public roads, not subject to motor vehicle registration, licensing or permits" that are "owned by any insured, while on an incurred location" applies to allow coverage for Hoppe's claims. Defendants maintain that the Knolls' golf cart was a motorized land vehicle that met the above requirements and that the golf cart was being driven on an insured location because the Knolls had a privilege to use the Klipsch Parking Lot arising out of their residence premises. They claim that such a privilege arose out of their residence premises due to the proximity of the Klipsch Parking Lot to their residence, the frequency that they drove the golf cart at the Klipsch Parking Lot, and because the Knolls were

never told that they were not permitted to use their golf cart in the Klipsch Parking Lot.

[15] The Policy generally excludes coverage for bodily injury arising out of the use of motorized land vehicles owned or operated by any insured. *Appellants' App. Vol. 2* at 73. However, the Policy contains an exception to this exclusion for a motorized land vehicle designed for recreational use off public roads, not subject to motor vehicle registration, licensing, or permits and owned by any insured, while on an insured location. *Id*. There is no dispute that the golf cart was owned by the Knolls or that it is a "motorized land vehicle" as defined in the Policy. There is also no dispute that Hailey was operating the golf cart at the time of the accident and, as a live-in relative of the Knolls, that she is also an insured under the Policy. Therefore, absent an applicable exception to this exclusion, the Policy unambiguously excluded coverage in the present case because the bodily injuries sustained by Madison arose out of the use of a motorized land vehicle owned by an insured, Christopher, and operated by an insured, Hailey.

[16] At issue here is an exception to the exclusion in the Policy that provided coverage for bodily injury arising out of the use of a motorized land vehicle designed for recreational use off public roads, not subject to motor vehicle registration, licensing, or permits and owned by any insured, while on an insured location. *Id*. at 73. The Policy defined an "insured location" to include "the residence premises"; "the part of any other premises, other structures and grounds used by you as a residence" and which is shown in the Policy

Declarations; or "any premises not owned by you which you have the right or privilege to use arising out of [the residence premises]" ("Exception b"). *Id*. at 82-83. The declarations page of the Policy listed "12701 Buck Run Drive" as the "residence premises." *Id*. at 53.

[17] We note that Indiana courts have not addressed the meaning of the Policy language "premises not owned by you which you have the right or privilege to use arising from the [residence premises]." *Appellants' App. Vol. 2* at 83. In support of their assertions, Defendants rely on several cases from other states and jurisdictions. *See Allstate Ins. Co. v. Drumheller*, 185 F. App'x 152, 159-60 (3d Cir. 2006) (holding that an ATV accident that occurred 800 yards from the residence on a sewer easement not owned by the insured was covered under the policy as occurring on an insured location because the insured's regular recreational use of the property in question was "in connection with his residence"); *Farmers New Century Ins. Co. v. Angerson*, No. 4304-CV-2608, 2008 WL 238622 at *14 (M.D. Pa. Jan. 22, 2008) (concluding that an ATV accident that occurred on a path near the insured's residence was covered as occurring on an insured location because the insured and his son frequently used the area in which the accident occurred); *Utica Mut. Ins. Co. v. Fontneau*, 875 N.E.2d 508, 514 (Mass. App. Ct. 2007) (concluding that a dirt track between two owned properties was a covered location and a connected activity); *Nationwide Mut. Ins. Co. v. Prevatte*, 423 S.E.2d 90, 92 (N.C. Ct. App. 1992) (holding that an ATV accident that occurred on the part of a trail owned by the neighbor of the insureds was an insured location because the insureds used the trail in

connection with their residence for several years and always started and ended using the trail from their property); *State Farm Fire & Cas. Co. v. MacDonald,* 850 A.2d 707, 711 (Pa. Super. Ct. 2004) (determining that an ATV accident that occurred on adjacent land not owned by the insured was covered because the insured repeatedly rode his ATV from his property onto the adjacent field and back and had used the adjacent field in connection with his residence premises); *Am. Nat'l Prop. & Cas. Co. v. Sorensen*, 362 P.3d 909, 916-17 (Utah Ct. App. 2013) (holding that common area of residential complex was an insured location). However, all of these cases concerned insurance policies that defined insured location as "any premises used by you in connection with the [residence] premises." *Drumheller*, 185 F. App'x at 153; *Angerson*, 2008 WL 238622 at *10; *Fontneau*, 875 N.E.2d at 511; *Prevatte*, 423 S.E.2d at 91; *MacDonald*, 850 A.2d at 710; *Sorensen*, 362 P.3d at 914. It is well-established under Indiana law that case law interpreting insurance policy language in one policy is inapplicable to different language in different policies. *NCAA v. Am. Ace Ins.*, 153 N.E.3d 754, 763 (Ind. Ct. App. 2020). Therefore, Defendants' reliance on these cases is misplaced as they are inapplicable because the definition of "insured location" used in the Policy does not include the same language.

[18] The only case cited by either party that addressed the same language used to define insured location as that used in the Policy at issue is *Schelmety v. Yamaha*, 193 So.3d 194 (La. Ct. App. 2016). There, the court analyzed policy language that defined insured location as "any premises not owned by you which you

have the right or privilege to use arising out of [the residence premises]" and held that a four-wheeler accident that occurred on a cul-de-sac a half-mile away from the insured's home did not occur on an insured location. *Id*. at 201-02. The court found that a public roadway is not an insured location and reasoned that "[w]hen accidents occur on public roads or adjacent property, away from the insured premises, there is simply no coverage, even when the public street where an accident has occurred is adjacent to or even used in connection with the residence." *Id*. at 202. We, therefore, do not find the *Schelmety* case instructive as it dealt with whether a public roadway was an insured location under the policy, and in the present case, we are not faced with an accident that occurred on a public roadway.

[19] As set forth above, the terms of the insurance contract are to be given their plain and ordinary meaning. *Chastain*, 153 N.E.3d at 337-38. Looking to the language of Exception b, Defendants argue that the Klipsch Parking Lot was an insured location because it was a premises not owned by the Knolls and that the Knolls had the privilege to use the Klipsch Parking Lot arising out of their residence premises. They assert that this privilege arises out of the proximity of the Klipsch Parking Lot to their residence, the frequency that they drove the golf cart to the Klipsch Parking lot, and the fact that the Knolls were never told they could not use their golf cart in the Klipsch Parking Lot. The term "privilege" is not defined in the Policy but is defined in the dictionary as "a right or immunity granted as a peculiar benefit, advantage, or favor." https://www.merriam-webster.com/dictionary/privilege.

[20] We do not believe that Defendants offer a reasonable interpretation of the definition of privilege. The definition of privilege states that the right involved is granted as a benefit, advantage, or favor, which implies it is granted by the property owner with knowledge and acceptance of the use of the property by the person to whom the privilege is bestowed. Without a specific grant of that use by someone with authority to extend that right or benefit, the Knolls' presence on and use of the Klipsch Parking Lot did not meet the definition of privilege as it was, at best, unacknowledged, and, at worst, unauthorized by the property owner. It is not a reasonable interpretation that just because the Knolls were never told that they could not use their golf cart in the Klipsch Parking Lot, that they had been granted a privilege to use the Klipsch Parking Lot. Additionally, none of Defendants' other justifications as to why they had a privilege to use the Klipsch Parking Lot, the frequency of use and the proximity of the area to their home, show any grant of the right to use the Klipsch Parking Lot by anyone with the authority to do so. Simply living in close proximity to, or frequently using, an area does not create or bestow a privilege to use the area for one's recreation.

[21] Further, even if we were to find that Defendants had a privilege to use the Klipsch Parking Lot, the Policy language states that such privilege must arise from the residence premises. Merely because a person is never told they cannot use an area does not demonstrate that any alleged privilege to use the area arises from the person's residence. Likewise, the same is true for Defendants' contentions that their proximity to and frequency of use of the Klipsch Parking

Lot prove that any alleged privilege to use the area arises from their residence premises. Using the parking lot of a business for one's own pleasure simply because it is located near one's home does not prove that any alleged privilege to use the area arises from the residence premises. If it did, then any frequent use of a nearby parking lot could be shown to be a privilege arising from one's residence premises. The mere fact of repeated use does not take into account whether there is a relationship between the residence premises and the location of the accident such that the use of the accident location arises from the residence premises. Without a nexus between the residence premises and the alleged insured location, any alleged privilege to use an area cannot be said to arise from the residence premises.

[22] In the instant case, Safeco clearly designed the Policy's exclusion to preclude all coverage arising from the operation or use of a motorized land vehicle owned by an insured while not on an insured location. A broad interpretation of the exception for the use of a motorized land vehicle on an insured location such as that urged by Defendants would increase rather than limit Safeco's risk and obligation and thus tend to defeat the apparent purpose of the exclusion, which is to require that an insured obtain specific liability insurance on recreational vehicles except under the very limited exceptions listed in the Policy. If we were to find that the location of the accident in this case, a parking lot for a

local business a distance away[1] from the residence premises, was an insured location, then that would mean that any business parking lot near the Knolls' residence in which their golf cart was driven would be an insured location. Clearly, Safeco did not intend for the Policy to give the Knolls coverage for the golf cart except upon an insured location as set forth in the Policy. The undisputed designated evidence in this case shows that, at the time of the accident, the golf cart was being driven away from the insured location. Therefore, the motorized land vehicle exclusion applies, and Exception b does not apply. The trial court correctly granted summary judgment in favor of Safeco.

[23] Defendants further argue that, even if the Klipsch Parking Lot is not "a premises not owned by you that you have a right or privilege to use arising from the residence premises," the language "while on an insured location" in Exception b of the motorized land vehicle exclusion is ambiguous as to what must occur "on an insured location." They contend that the phrase "while on

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[1] Although an exact distance between the Knolls' residence and the Klipsch Parking Lot is not stated, the designated evidence established that to get from their residence to the Klipsch Parking Lot the Knolls, after backing out of their driveway:

> turned east onto Buck Run Road, turned north onto Royal Grove Drive, and then turned east onto the street that exited the Knolls' neighborhood. At the exit of the neighborhood, which is located about halfway between 146th Street and 156th Street, [they] turned south onto a paved path that runs north to south from 146th Street to 156th Street and parallel to Boden Road. [They] continued south on that path until reaching the entrance to an apartment complex, turned east again to cross Boden Road, and then entered the Klipsch Parking Lot through a gate situated in the northwest corner of the property near a security building.

Appellants' App. Vol. 2 at 209, 211-12.

an insured location" appears to apply to the language "owned by any insured" because it follows those words. *Appellants' App. Vol. 2* at 73. Because the golf cart was owned at the residence premises, and the phrase "at the time of the occurrence" was not used, Defendants assert that the phrase refers to the time of ownership or the time of the alleged negligent acts or omissions of the insured in making the decision to take the girls to the Klipsch Parking Lot and not giving Madison proper instructions prior to getting on the golf cart.

[24] The Policy's personal liability provision covers claims "brought against any insured for damages because of bodily injury or property damage caused by an occurrence to which this coverage applies . . . ." *Id*. at 72. The Policy defines "occurrence" as "an accident, . . . which results in: (1) bodily injury; or (2) property damage." *Id*. at 83. The personal liability provision thus plainly provides coverage against the consequences of certain accidents, and it is the golf cart's location at the time of such an accident that determines whether coverage applies. The occurrence that triggers the liability coverage is an accident that results in a bodily injury claim, not a particular type of careless conduct by the insured. Here, the immediate cause of the injuries was Hailey's use of the golf cart. Without the use of the golf cart, there would be no lawsuit. Hoppe did not allege that the Knolls' decision to take the girls to the Klipsch Parking Lot to use the golf cart or the failure to properly instruct Madison before she got on the golf cart was a separate or independent proximate cause of the harm. The immediate and efficient cause of Madison's injuries and Hoppe's claims arising from those injuries is the use of the golf cart. We,

therefore, conclude that the phrase "while on an insured location" used in the exception to the motorized land vehicle exclusion is not ambiguous and that the location of the accident is the appropriate reference point when analyzing whether an occurrence of negligent entrustment, instruction, supervision or any other act, decision, or omission by the Knolls related to the accident took place "while on an insured location." *Id*. at 73.

[25] Hoppe's complaint also included a claim of negligent failure to obtain timely medical treatment, and Defendants contend that such claim is covered by the Policy because this claim of negligence and the injuries caused by it are separate from any initial injuries suffered as a result of the ownership, use, or entrustment of the golf cart. The Policy excludes coverage "arising out of any act, decision or omission by any insured . . . with regard to any. . . motorized land vehicle . . . which is not covered . . . ." *Id*. at 74. The Knolls' alleged failure to obtain timely medical treatment for Madison is an act, decision, or omission concerning the golf cart. The claim of alleged failure to obtain timely medical treatment is based on Madison's injuries that were caused by the use of the golf cart. At the time of the accident, Hailey was operating and using a motorized land vehicle, the golf cart, and Madison was injured as a result of that accident. The use of the golf cart was a critical and essential element of Hoppe's claims against the Knolls. The alleged failure to get timely medical treatment is based on Madison's injuries that were caused by the use of the golf cart, and the causal connection between the use of the golf cart and the alleged

failure to obtain timely medical treatment is satisfied. Without the use of the golf cart, there would be no claim for failure to obtain timely medical care.

[26] Because we find that the motorized land vehicle exclusion of the Policy applies to the present circumstances, and Exception b does not apply, coverage under the liability section of the Policy does not apply to bodily injury arising from the use of the golf cart. Since there is no liability coverage for the accident alleged in the underlying complaint, there is no coverage under the Policy for any entrustment, supervision, act, decision, or omission concerning the golf cart, and the trial court properly granted summary judgment to Safeco. We, therefore, affirm the trial court's order granting summary judgment in favor of Safeco.

[27] Affirmed.

Altice, J., and Weissmann, J., concur.