MEMORANDUM DECISION

ATTORNEY FOR APPELLANT

Phillip G. Litchfield
Litchfield Cavo, LLP
Chicago, Illinois

ATTORNEYS FOR APPELLEES
MARSHA AND ARTHUR NELSON

Todd A. Smith
Andrew W. Mason
Smith LaCien LLP
Chicago, Illinois

Lee C. Christie
Christie Farrell Lee & Bell, P.C.
Indianapolis, Indiana

IN THE
COURT OF APPEALS OF INDIANA

Cincinnati Insurance Company,
Appellant-Plaintiff,

v.

Patricia M. Sohacki,
Marsha Nelson, and
Arthur Nelson,
Appellees-Defendants

April 27, 2021

Court of Appeals Case No.
20A-MI-1823

Appeal from the
Tippecanoe Superior Court

The Honorable
Randy J. Williams, Judge

Trial Court Cause No.
79D01-1712-MI-231

Vaidik, Judge.

Case Summary

[1] Marsha Nelson, an Illinois resident, was the passenger in a rental car driven by her sister in Tippecanoe County when they were involved in an accident. After settling with her sister's insurance company, Nelson and her husband (collectively "the Nelsons") attempted to recover under the underinsured-motorist and auto-medical-payments provisions of their own insurance policy. Their insurer, Cincinnati Insurance Company, denied them coverage and filed this action seeking a declaration it did not owe the Nelsons coverage. Both Cincinnati and the Nelsons filed for summary judgment. The trial court denied Cincinnati's motion but granted the Nelsons', holding Cincinnati must provide them coverage under the policy's underinsured-motorist and auto-medical-payments provisions.

[2] We find, under Indiana's "most intimate contacts" test, that Illinois substantive law applies. Based on Illinois's expansive underinsured-motorist law, denying the Nelsons underinsured-motorist coverage here violates public policy. Also, the terms of the Cincinnati insurance policy indicate the Nelsons are entitled to auto-medical-payments coverage. We affirm the trial court's determination Cincinnati must provide coverage to the Nelsons.

Facts and Procedural History

[3] In September 2016, Marsha Nelson rented a 2015 Toyota RAV4 ("the rental car") from Hertz Corporation at the Indianapolis International Airport. Marsha

rented the car under the name of her and her husband's Illinois limited-liability company—Joint Venture Marketing, LLC. Marsha, a resident of Illinois, intended to conduct business in Indiana and then drive the rental car back to Illinois, returning it to another Hertz location near her and her husband's home. Marsha's sister, Patricia Sohacki, also a resident of Illinois, was traveling with her. On October 2, 2016, Sohacki, who was driving the rental car through Tippecanoe County with Marsha's permission as she slept in the backseat, negligently drove into another car, injuring Marsha.

[4] At the time of the accident, the Nelsons and Joint Venture had an insurance policy ("the Policy") through Cincinnati, an Ohio corporation with its principal place of business in Ohio. The Policy includes a business-auto provision providing liability coverage of $1,000,000. The Policy provides that, under the business-auto coverage, Cincinnati would

> pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

Appellant's App. Vol. II. p. 66. The Policy notes, "Under this Coverage Form, we cover 'accidents' and 'losses' occurring" within "The United States of America." *Id.* at 74. An "insured" is defined as "[y]ou for any covered 'auto'" and "[a]nyone else while using with your permission a covered 'auto' you own, hire or borrow." *Id.* at 66. The Policy also includes "Illinois Underinsured Motorists Coverage" providing $1,000,000 in coverage and noting the "laws of

Illinois require that automobile liability insurance policies offer Uninsured/Underinsured Motorists Coverage limits equal to the Bodily Injury Limits of the policy to which the coverage attaches." *Id.* at 84, 91. The Policy's "Auto Medical Payments" provision also provides $10,000 in coverage. *Id.* at 240.

[5] In April 2017, the Nelsons filed a negligence action against Sohacki in Lake County, Illinois. They also made a request to Cincinnati for coverage under the Policy. In December, while the Sohacki suit was pending, Cincinnati denied that request and filed this action in Tippecanoe County, seeking a declaration it did not owe the Nelsons any coverage under the Policy. In October 2018, the Nelsons, with Cincinnati's permission, entered into a settlement agreement with Sohacki and her insurance company, Allstate Insurance Company, wherein the Nelsons would receive $250,000 in coverage from Allstate and in return would release "any and all actions" against Sohacki resulting from the accident. Appellant's App. Vol. III p. 70.

[6] In April 2020, Cincinnati moved for summary judgment. Cincinnati acknowledged Sohacki, who was driving the car with Marsha's permission, and the Nelsons were "insureds" under the Policy. However, Cincinnati argued the Nelsons were not entitled to coverage under the underinsured-motorist, liability, or auto-medical-payments provisions of the Policy. Two months later, the Nelsons responded and also moved for summary judgment, arguing Illinois public policy mandated Cincinnati afford them underinsured-motorist coverage and the Policy terms provided them with auto-medical-payments coverage.

After a telephonic hearing, the court denied Cincinnati's motion for summary judgment, granted the Nelsons' motion for summary judgment, and held Cincinnati is "obligated to provide coverage under the underinsured motorist policy" and "under the auto medical payment coverage[.]" Appellant's App. Vol. II p. 13.

[7] Cincinnati now appeals.

Discussion and Decision

[8] Cincinnati argues the trial court erred in denying its motion for summary judgment and granting the Nelsons' motion for summary judgment. When reviewing the entry or denial of summary judgment, our standard of review is the same as that of the trial court: summary judgment is appropriate only where there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. Ind. Trial Rule 56(C); *Dreaded, Inc. v. St. Paul Guardians Ins. Co.*, 904 N.E.2d 1267, 1269 (Ind. 2009).

I. Choice of Law

[9] As an initial matter, Cincinnati applies, without developing an argument, Indiana substantive law to this case. However, the Nelsons argue that, under Indiana's choice-of-law rules, Illinois substantive law applies.[1] We agree.

[1] Cincinnati does not respond to the Nelsons' choice-of-law argument in its reply brief.

Because this case was filed in Indiana, Indiana's choice-of-law rules apply. *Nat'l Union Fire Ins. Co. of Pittsburgh, PA v. Standard Fusee Corp.*, 940 N.E.2d 810, 813 (Ind. 2010), *reh'g denied*. In contract cases, Indiana "applies only the law of the state with the most intimate contacts." *Id.* at 815. In determining which state has the most intimate contacts, we consider: (1) the location of the subject matter of the contract; (2) the place of contracting; (3) the place where contract negotiations occurred; (4) the place of performance; and (5) the domicile, residence, nationality, place of incorporation, and place of business of the parties. *N. Assur. Co. of Am. v. Thomson Inc.*, 996 N.E.2d 785, 797 (Ind. Ct. App. 2013), *trans. denied*. We look first to the location of the subject matter of the contract, also known as the principal location of the insured risk. *Id.* If this can be determined, it is given more weight than the other factors. *Id.*

[10] The Nelsons argue that, applying these factors, Illinois has the most intimate contacts with the Policy and therefore Illinois law should apply. We agree. The insured company, Joint Venture, is an Illinois limited-liability company with its principal place of business in Illinois. The Policy was issued in Illinois and contains references to Illinois law, and the Nelsons reside in Illinois. Because the insured risks—here Joint Venture and the Nelsons—reside in Illinois, we conclude the principal location of the insured risk is Illinois. *See Ky. Nat'l Ins. Co. v. Empire Fire & Marine Ins. Co.*, 919 N.E.2d 565, 576 (Ind. Ct. App. 2010) (finding Kentucky was the principal location of insured risk even though the accident occurred in Indiana because the insured company was incorporated and had its principal place of business in Kentucky, the policy's endorsements

were entitled "Kentucky Changes," and the vast majority of insured vehicles were registered in Kentucky). Nor does Cincinnati, an Ohio corporation with its principal place of business in Ohio, have strong contact with Indiana. The main contact with Indiana here was the location of the accident. But given the case's strong ties to Illinois, the location of the accident is not dispositive. *See id*. (applying Kentucky law even though the accident leading to the claim occurred in Indiana); *Ill. Nat'l Ins. Co. v. Temian*, 779 F. Supp. 2d 921, 925 (N.D. Ind. 2011) (applying Indiana law and noting location of the accident was not relevant to a choice-of-law analysis regarding a contract). Illinois substantive law applies.

II. Coverage

[11] Having determined Illinois law applies, we now consider the merits. Cincinnati argues the trial court erred in finding it owed the Nelsons underinsured-motorist coverage and auto-medical-payments coverage.[2]

A. Underinsured-Motorist Coverage

[12] Cincinnati contends the trial court erred in determining the underinsured-motorist coverage applies here for two reasons: (1) the coverage specifically

[2] Cincinnati also argues it does not owe coverage to the Nelsons under its liability coverage because (1) the Indiana Guest Statute precludes liability and (2) the Nelsons released Sohacki from all claims related to the accident. However, because Illinois law applies, the Indiana Guest Statute is inapplicable. The Nelsons concede they released Sohacki from all claims and do not argue they are entitled to liability coverage under the business-auto provision, nor did the trial court find they were so entitled. As such, we decline to address this issue.

excludes vehicles "for which liability coverage is afforded" in its definition of an "underinsured motor vehicle" and (2) the coverage applies only to cars licensed or principally garaged in Illinois. Appellant's Br. p. 24.

1. Business-Auto Coverage

[13] Cincinnati first argues the Policy's underinsured-motorist coverage is inapplicable here because the rental car was a covered auto for purposes of liability under the business-auto coverage. And "when liability coverage is afforded under the Policy for a vehicle, that vehicle does not also qualify as an underinsured vehicle." Appellant's Reply Br. p. 5. The Policy's underinsured-motorist coverage provides damages an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle." Appellant's App. Vol. II p. 84. However, the Policy states an "underinsured motor vehicle" cannot be a vehicle "for which liability coverage is afforded under this Coverage Form." *Id.* at 88.

[14] Cincinnati contends because the rental car was being driven by Sohacki with Marsha's permission, she is an insured driver under the Policy. Therefore, she is liable to the Nelsons and their claim against her would be covered by the Policy's business-auto provision had the Nelsons not released Sohacki from "any and all actions" related to the accident. And because the rental car would have been covered under the business-auto provision, it is excluded from the Policy's definition of "underinsured motor vehicle." The Nelsons do not dispute that Sohacki is an insured or that the rental car is a covered auto under the business-auto coverage. However, they contend that because they have not

recovered, and cannot recover pursuant to the terms of the settlement, under the business-auto coverage, allowing its "mere existence" to preclude their recovery under the underinsured-motorist coverage violates Illinois public policy. Appellee's Br. p. 28.

[15] Where the terms of an insurance policy are clear and unambiguous, they must be enforced as written, unless doing so would violate public policy. *Thounsavath v. State Farm Mut. Auto. Ins. Co.*, 104 N.E.3d 1239, 1244 (Ill. 2018). Illinois's public policy is reflected in its state constitution, statutes, and judicial decisions. *Id.* The terms of an insurance policy must comply with the statutory requirements in effect when the policy was issued and may not circumvent the purpose of those statutes. *Id.* "Insurers have no right to depart from valid statutory requirements in their policies, and contractual terms that do so are void and unenforceable." *Id*. However, an insurance contract "will not be invalidated unless it is clearly contrary to what the constitution, the statutes, or the decisions of the courts have declared to be the public policy of Illinois or unless the agreement is manifestly injurious to the public welfare." *Goldstein v. Grinnell Select Ins. Co.*, 58 N.E.3d 779, 783 (Ill. App. Ct. 2016) (quotation omitted), *appeal denied*.

[16] The Illinois Financial Responsibility Law mandates a liability-insurance policy include a minimum coverage amount for bodily injury as the result of any one accident. 625 ILCS 5/7-601(a). "The principal purpose of the liability insurance requirement is to protect the public by securing payment of their damages." *Direct Auto Ins. Co. v. Merx*, 161 N.E.3d 1140, 1147 (Ill. App. Ct. 2020)

(quotation omitted). In addition to liability insurance coverage, the Insurance Code requires insurance policies to include uninsured-motorist coverage. *Thounsavath*, 104 N.E.3d at 1245; *see also* 215 ILCS 5/143a. If the limits of the liability coverage exceed the statutory minimum amount, then the uninsured-motorist provision must also provide that same coverage amount. *Thounsavath*, 104 N.E.3d at 1245. And if the uninsured-motorist coverage exceeds the minimum liability limit, the policy must also include underinsured-motorist coverage in the amount equal to the uninsured coverage. *Id.* "The statutory coverage is mandatory, and it may not be whittled away by an unduly restrictive definition." *Id.* (quotation omitted). "[O]nce a person qualifies as an insured for purposes of the policy's bodily injury liability provisions, she must be treated as an insured for purposes of uninsured and underinsured motorist coverage as well." *Id.* Insurance companies are statutorily prohibited from directly or indirectly denying underinsured-motorist coverage to insureds when the basic liability coverage exceeds the statutory minimum. *Id.*

[17] Here, the Nelsons and Cincinnati contracted for liability insurance for $1,000,000. Under Section 143a-2 of the Illinois Insurance Code, Cincinnati was required to include underinsured-motorist coverage in that amount, subject to exceptions not applicable here. 215 ILCS 5/143a-2. Because the Nelsons are insureds and the underinsured-motorist coverage is therefore mandated by statute, under the facts excluding them from the underinsured-motorist coverage violates the statute and public policy.

[18] We find *Barnes v. Powell*, 49 Ill. 2d 449, 275 N.E.2d 377 (1971), *reh'g denied*, instructive here. There, the plaintiff insured her car for liability and uninsured-motorist coverage. She was later involved in an accident where her friend, who was uninsured, was driving the plaintiff's car and she was riding as a passenger. Due to a policy provision, the plaintiff could not recover under the liability portion of the policy.[3] She instead made a claim under her uninsured-motorist coverage, which provided it did not apply to "an insured automobile." *Id.* at 380. The insurance company argued the plaintiff was not entitled to uninsured-motorist coverage because the car involved in the accident—her car—was insured, notwithstanding that she could not recover under the liability coverage. The Illinois Supreme Court disagreed, noting the intent of the Illinois legislature in mandating uninsured-motorist coverage was to protect insureds against injuries caused by uninsured motorists and that "[t]he distinction that the uninsured motorist was the driver of the automobile in which plaintiff was a passenger, rather than the driver of another automobile, is not decisive." *Id.* at 379-80. The Court held,

> because [the plaintiff] was excluded from the liability coverage of the policy, the automobile was not an insured automobile and the driver was not an insured motorist, notwithstanding that as to all others the automobile and the driver may have been insured. Because no liability insurance was applicable to the plaintiff at

[3] It is not clear from the *Barnes* opinion why the plaintiff was precluded from recovering under the liability coverage.

> the time of the accident, her uninsured motorist coverage necessarily became effective in light of the legislative mandate.

Id. at 380; *see also Madison Cnty. Mut. Auto. Ins. Co. v. Goodpasture*, 49 Ill. 2d 555, 276 N.E.2d 289, 290 (1971) (holding insured, who was riding as a passenger in her own insured vehicle during an accident and who could not recover under the liability portion of the policy, could recover under her uninsured-motorist coverage even though it excluded an "insured automobile to which the bodily injury liability coverage of the policy applies").

[19] The same can be said here. Marsha was riding as a passenger in a vehicle insured under her liability coverage. Nonetheless, she cannot recover under that coverage because of the settlement with Sohacki and Allstate, which released Sohacki from "any and all" claims resulting from the accident. The Nelsons first sought and gained recovery from Sohacki's liability coverage, and then looked to recover through their own underinsured-motorist coverage. As in *Barnes* and *Goodpasture*, it is irrelevant that the rental car, in other circumstances, would be covered by the liability coverage. Because, as to the Nelsons in this situation, the rental car is not entitled to liability coverage, then they, as the insureds, must be able to recover under their underinsured-motorist coverage. Any exclusory definition or provision that says otherwise would be against Illinois public policy.

[20] Nonetheless, Cincinnati argues that insurance companies may exclude insureds from underinsured-motorist coverage to "address anti-stacking issues" and cites

Mercury Indemnity Co. of Illinois v. Kim, 830 N.E.2d 603 (Ill. App. Ct. 2005), *appeal denied*. Appellant's Reply Br. p. 10. *Kim* is distinguishable. There, the plaintiff was a passenger in a car involved in an accident. She received damages from the driver's liability coverage. She then sought to recover under the driver's underinsured-motorist coverage. However, the driver's underinsured-motorist coverage excluded vehicles insured under the liability coverage of the policy. The Illinois Court of Appeals upheld this exclusion, noting that, unlike in *Barnes* and *Goodpasture*, "[here] the insured sought to obtain a dual recovery by simultaneously reaching both the liability and underinsured motorist coverage of a **single** policy." *Id.* at 615 (emphasis added). Stated another way, in *Kim* the plaintiff sought to recover under the driver's liability coverage and the driver's underinsured-motorist coverage, rather than the driver's liability coverage and her own underinsured-motorist coverage.

[21] That is not the case here. The Nelsons are not obtaining a dual recovery under one policy. They have recovered $250,000 from Sohacki's separate liability policy. They are now trying to recover under their own underinsured-motorist coverage. This is not the prohibited "stacking" of liability and underinsured-motorist coverage discussed in *Kim*. The Illinois Insurance Code expressly allows insureds to recover under both the tortfeasor's liability coverage and their own underinsured-motorist coverage. *See* 215 ILCS 5/143a-2 ("A judgment or settlement of the bodily injury claim in an amount less than the limits of liability of the bodily injury coverages applicable to the claim shall not preclude the claimant from making an underinsured motorist claim against the

underinsured motorist coverage."). And the intention of the underinsured-motorist statute is that insureds would look to their own underinsured policies after recovering for less than their policy limit from the tortfeasor. *See Rockford Mut. Ins. Co. v. Econ. Fire & Cas. Co.*, 576 N.E.2d 1141, 1145 (Ill. App. Ct. 1991) (the "intention and purpose of the statute" is for the insured, when injured in an uninsured vehicle, to "look to his own insurance policy for recovery under *its* uninsured motorist provision").

[22] Denying the Nelsons underinsured-motorist coverage because, in other circumstances, they could have recovered under the liability coverage violates Illinois public policy.

2. Licensed or Principally Garaged in Illinois

[23] Cincinnati also contends the Policy provides underinsured-motorist coverage only for covered autos licensed or principally garaged in Illinois, which the rental car was not. The Policy's Underinsured Motorists Coverage provides, "For a covered 'auto' licensed or principally garaged in, or 'garage operations' conducted in Illinois, this endorsement modifies insurance provided under the following: Business Auto Coverage Form[.]" Appellant's App. Vol. II p. 230.

[24] The Nelsons conceded the rental car was not licensed or principally garaged in Illinois but argue that "[e]ven when Illinois underinsured and uninsured motorist policies appear to only provide coverage to cars registered or principally garaged in Illinois, those policies extend to rental cars hired outside of Illinois." Appellee's Br. pp. 28-29. To support this contention, the Nelsons

cite to *Hartford Insurance Co. of Illinois v. Levy*, 758 So. 2d 1145 (Fla. Dist. Ct. App. 2000). In *Levy*, the plaintiff, a resident of Illinois, was driving a rental car in Florida and was involved in an accident with an uninsured motorist. Her insurance company argued she was not entitled to uninsured-motorist coverage because the car was neither registered nor principally garaged in Illinois. The Florida court, applying Illinois law, held she was nonetheless entitled to uninsured-motorist coverage. The court noted Illinois has an "expansive" approach to interpreting uninsured and underinsured-motorist law and that, because the plaintiff was insured for liability worldwide, there was no basis to apply the uninsured-motorist coverage only to Illinois vehicles. *Id.* at 1147.

[25] Here, as in *Levy*, the Nelsons had liability insurance under the business-auto coverage, which applied to accidents within "the United States" and to "any auto" hired by the Nelsons. And the fact that the Policy apparently limits the coverage to cars licensed or principally garaged in Illinois does not preclude us from applying the coverage to the rental car. *See Thounsavath*, 104 N.E.3d at 1247 (holding, despite clear provision in the policy excluding coverage for an accident if a certain person was the driver, such a provision could not be enforced against plaintiff because it would deny an insured her statutorily mandated underinsured-motorist coverage). As mentioned above, Illinois has an expansive approach to their interpretation of underinsured-motorist law, and recently their supreme court reiterated that if a plaintiff is designated an "insured" under the policy, then the insurance company is "prohibited from either directly or indirectly denying her underinsured motorist coverage." *Id.*

Therefore, like the *Levy* court, we see no basis to withhold underinsured-motorist coverage here. *See also W. Bend Mut. v. Keaton*, 755 N.E.2d 652, 655 (Ind. Ct. App. 2001) (holding, based on Indiana's "uninsured motorist statute, that is, in all relevant respects, identical to [Illinois's]," that the insurance company had to offer uninsured-motorist coverage, despite the fact that the plaintiff was injured in a rental car not registered or principally garaged in Indiana, because the plaintiff was an insured under the policy which provided liability coverage for any automobile leased by the plaintiff), *trans. denied*.

[26] Cincinnati argues *Levy* was "wrongly decided" because it "ignore[s] the obvious geographical limitations" in the underinsured-motorist statute. Appellant's Reply Br. p. 14. Specifically, Cincinnati claims "Illinois' rules regarding [underinsured-motorist] coverage are limited to vehicles" registered or principally garaged in Illinois. *Id.* To support this contention, Cincinnati cites to Section 143a-2, which provides in part,

> No policy insuring against loss resulting from liability imposed by law for bodily injury or death suffered by any person arising out of the ownership, maintenance or use of a motor vehicle shall be renewed or delivered or issued for delivery in this State with respect to **any motor vehicle designed for use on public highways and required to be registered in this State** unless uninsured motorist coverage as required in Section 143a of this Code is included in an amount equal to the insured's bodily injury liability limits unless specifically rejected by the insured as provided in paragraph (2) of this Section.

215 ILCS 5/143a-2 (emphasis added).

[27] We see nothing in this statute that limits underinsured-motorist coverage to accidents involving vehicles licensed or principally garaged in Illinois. To be sure, the statute applies only to insurance policies renewed, delivered, or issued in Illinois, *State Farm Mut. Auto. Ins. Co. v. Burke*, 51 N.E.3d 1082, 1093 (Ill. App. Ct. 2016), *reh'g denied*, which the Policy here was. But the statute does not appear to limit underinsured-motorist protections only to vehicles registered or principally garaged in Illinois, nor does Cincinnati provide any caselaw supporting such an assertion. In fact, the Illinois Supreme Court has contradicted such an assertion, holding Illinois law "requires coverage of insured persons regardless of the motor vehicle the uninsured motorist is driving, and **regardless of the vehicle in which the insured person is located when injured**." *Squire v. Econ. Fire & Cas. Co.*, 69 Ill. 2d 167, 370 N.E.2d 1044 (1977) (emphasis added).[4]

[28] Therefore, the trial court did not err in determining Cincinnati must provide underinsured-motorist coverage to the Nelsons.

---

[4] Cincinnati also argues the 1977 *Squire* case has been superseded by amendment of the Illinois Insurance Code in 1995 and is no longer good law. We disagree. In *Squire*, the court held an insurance company could not exclude coverage based on whether the insured was in a vehicle listed in the policy. *See Squire*, 270 N.E.2d at 1044. The 1995 amendment allowed insurers to exclude from uninsured motorist coverage vehicles owned, furnished, or regularly used by an insured or relative that is not described in the policy. This "owned-auto exclusion" is not relevant to our case. And while this amendment may have "yielded a different result" in *Squire*, the case's "broad interpretation of the uninsured-motorist statute" is still "instructive." *Merx*, 161 at 1153. As such, we believe *Squire* is appropriately cited here. And it appears the Illinois Supreme Court agrees, having cited *Squire* as recently as 2018. *See Thounsavath*, 104 N.E.3d at 1247.

B. Auto-Medical-Payments Coverage

[29] Cincinnati next argues the trial court erred in finding it owed the Nelsons auto-medical-payments coverage because this provision afforded coverage "in relation to owned 'autos' only." Appellant's Br. p. 24. To support this contention, Cincinnati points to the Policy's Business Auto Coverage Declarations Page ("Declarations Page") and Business Auto Coverage Form ("Coverage Form"). The Declarations Page includes a chart showing the insured each of the Policy's coverage provisions, including the auto-medical-payments coverage, and their respective limits. The chart also includes a column entitled "Covered Autos" and states, "Each of these coverages will apply only to those 'autos' shown as covered 'autos.' 'Autos' are shown as covered 'autos' for a particular coverage by the entry of one or more of the symbols" explained on the Coverage Form. Appellant's App. Vol. II p. 207. The Policy's auto-medical-payments provision is depicted on the chart and includes the "2" symbol, which the Coverage Form states means "the only 'autos' that are covered 'autos'" under the auto-medical-payments coverage are those autos an insured "own[s]." *Id.* at 211.

[30] Cincinnati argues that the Declarations Page chart and the corresponding key on the Coverage Form indicate the "Auto Medical Payments coverage is only afforded to owned autos." Appellant's Reply Br. p. 6. But the Nelsons argue this "limitation" applies only to those sections of the auto-medical-payments provision referring to "covered" autos. Appellee's Br. p. 38. We agree.

[31] It is true the Declarations Page and Coverage Form indicate that the only autos that are "covered" autos, for purposes of the auto-medical-payments coverage, are those an insured owns. However, this does not necessarily mean that the auto-medical-payments coverage applies only to covered autos. The Auto Medical Payments Coverage provides:

> A. Coverage
>
> We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred and reported to us, for services rendered within three years from the date of the "accident."
>
> B. Who Is an Insured
>
> 1. **You while "occupying" or, while a pedestrian, when struck by any "auto."**
>
> 2. "Family members" of natural persons shown as Named Insureds in the Business Auto or Garage Coverage Part Declarations while "occupying" or, while a pedestrian, when struck by **any "auto."**
>
> 3. Anyone for injuries while "occupying" **a covered "auto."**
>
> 4. Anyone for injuries while "occupying" a temporary substitute for **a covered "auto."** The covered "auto" must be out of service because of its breakdown, repair, servicing, loss, or destruction.

Appellant's App. Vol. II p. 240 (emphases added).

[32] This provision provides coverage not only to "covered" autos in certain situations, but also to "any" auto in certain situations. Based on the Declarations Page and Coverage Form, a "covered" auto in this provision is one the insured owns. Yet Cincinnati would have us apply this definition to any use of the term "auto" in this provision. However, we see no indication in the Declarations Page or Coverage Form that this definition was meant to extend so far. In fact, those sections repeatedly state the limiting definition is for purposes of determining what is a covered auto. Furthermore, such an interpretation would render this provision's distinction between "any" auto and "covered" autos superfluous and meaningless. *See Pekins Ins. Co. v. Wilson*, 909 N.E.2d 379, 387 (Ill. App. Ct. 2009) ("We will not interpret an insurance policy in such a way that any of its terms are rendered meaningless or superfluous."). As such, we agree with the Nelsons that the owned-auto limitation laid out in the Declarations Page and Coverage Form applies only to "covered" autos.

[33] With this interpretation in mind, we find the trial court did not err in determining that Cincinnati must provide auto-medical-payments coverage to the Nelsons. The coverage provides payment for expenses incurred by an insured who sustained bodily injury caused by an accident. Marsha is an insured who was occupying "any auto" when she sustained bodily injury. She meets the requirements of Section B.1 of the auto-medical-payments coverage.

[34] The trial court did not err in concluding the Nelsons are entitled to coverage under the auto-medical-payments coverage.

[35] Affirmed.

Bradford, C.J., and Brown, J., concur.