

## **SUMMARY STATEMENT**

*Scout, LLC v. Truck Insurance*

Docket No. 45349

This case stemmed from Truck Insurance's refusal to defend its insured, Scout, LLC, in a trademark infringement action brought over Scout's use of the trademark ROGUE in the advertisement of its restaurant, Gone Rogue Pub. Scout, LLC claimed that its use of ROGUE constituted an advertising injury that was covered by the insurance it purchased from Truck Insurance. Truck Insurance contended that coverage was properly declined due to a prior publication exclusion in the policy. The district court granted summary judgment to Truck Insurance after determining that a Facebook post of Scout's Gone Rogue Pub logo before insurance coverage began triggered the prior publication exclusion, thereby relieving Truck Insurance of the duty to defend Scout, LLC. The Idaho Supreme Court affirmed the judgment of the district court, holding that (1) the district court properly utilized the four corners rule in analyzing Truck Insurance's duty to defend, (2) the prior publication exclusion found in the insurance policy was not ambiguous, (3) no fresh wrongs were pleaded in the trademark infringement action that would trigger Truck Insurance's duty to defend, and (4) no breach of warranty of good faith and fair dealing or bad faith failure to defend occurred because there was no coverage under the insurance policy.