

SUMMARY STATEMENT

Wood v. Farmers Insurance Company of Idaho, Docket No. 46765

This appeal concerned an insurance company's denial of a claim for underinsured motorist benefits ("UIM"). Deena Wood was seriously injured in a car collision. At the time of the collision, Wood had auto insurance through Farmers Insurance Company of Idaho, which included \$100,000 of underinsured motorist coverage but also contained a provision stating that the amount of coverage would be reduced by the liability limit of the at fault driver. Because the at-fault driver's bodily injury liability limit was equal to Wood's underinsured motorist limit, Farmers determined that no underinsured benefits were owed to Wood. Wood challenged the denial in district court, arguing in a motion for reconsideration that the offset provision should be declared void as against public policy because it "diluted" UIM coverage. The district court rejected Wood's argument. The Supreme Court affirmed the decision of the district court. It held that the offset provision, as applied to Wood's claim, did not violate Idaho public policy as that public policy was expressed in *Hill v. American Family Mutual Insurance Company*, 150 Idaho 619, 249 P.3d 812 (2011) and *Eastman v. Farmers Insurance Company*, 164 Idaho 10, 423 P.3d 431 (2018).