

SUMMARY STATEMENT

Noah Gilbert v. Progressive Northwestern Insurance Co.

Docket No. 51467

This appeal addresses whether an insured person may assert claims against an insurance company based on allegedly illusory underinsured motorist coverage, despite the insured person never having filed, and the insurance company never having denied, an underinsured motorist claim.

Noah Gilbert appealed the dismissal of his lawsuit against Progressive Northwestern Insurance Company, where he claimed he was misled about his underinsured motorist coverage. The district court granted Progressive's motion for summary judgment after concluding that Gilbert did not have standing to sue because he did not establish that he suffered a concrete injury.

On appeal, the Idaho Supreme Court concluded that Gilbert had standing to bring his claims against Progressive because premium payments for an allegedly illusory policy qualify as a concrete and particularized harm. However, the Court affirmed the district court's decision granting summary judgment because Progressive never denied or delayed payment, and Gilbert never incurred damages.

******This summary constitutes no part of the Court's opinion. It has been prepared by court staff for the convenience of the public.******