

Supreme Court of Wisconsin.
Karen C. MARTIN, and Allen H. Martin, Plaintiffs-Appellants-Petitioners,
City of FRANKLIN, Involuntary-Plaintiff,
v.
AMERICAN FAMILY MUTUAL **INSURANCE** COMPANY, a Wisconsin **insurance** corporation,
Defendant-Respondent,
Eric H. JOHNSEN, Henry Johnsen d/b/a Johnsen Construction, and ABC **Insurance**
Company, the fictitious name for an unknown **insurance** company, Defendants.

No. 00-2344.

Argued March 7, 2002.
Decided April 30, 2002.

Automobile accident victims brought action against driver's liability **insurer** to establish coverage while using his father's vehicle furnished or available for the driver's regular use. The Circuit Court, Milwaukee County, Victor Manian, J., dismissed the claims. Victims appealed. The Court of Appeals, Fine, J., [247 Wis.2d 386, 634 N.W.2d 127](#), affirmed. Review was granted. The Supreme Court, Shirley S. Abrahamson, C.J., held that: (1) the statutory limitation on "other **insurance**" provisions if two policies promised to indemnify an **insured** against the same loss did not apply, and (2) the regular use exclusion was valid.

Affirmed.

Supreme Court of Wisconsin.
Karen R. YOCHERER and Lance H. Yocherer, Plaintiffs-Respondents,
v.
FARMERS **INSURANCE** EXCHANGE, Defendant-Appellant-Petitioner.
No. 00-0944.
April 30, 2002.

Insureds brought action against **automobile insurer** to recover underinsured motorist (UIM) benefits almost ten years after the accident. The Circuit Court, Washington County, Leo F. Schlaefter, J., entered judgment in favor of **insureds**. **Insurer** appealed. The Court of Appeals, Nettlesheim, J., affirmed in an unpublished opinion. **Insurer's** petition for review was granted. The Supreme Court, William A. Bablitch, J., held that: (1) the six-year statute of limitations began to run when the underlying tort claim was resolved through settlement, not when the accident occurred, and (2) **insureds'** delay of almost ten years between **automobile** accident and suit did not bar their action under the laches or equitable estoppel doctrines.

Affirmed.

(Publication page references are not available for this document.)

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Supreme Court of Montana.
Harlan and Elinor SWANSON, Plaintiffs,
v.
HARTFORD **INSURANCE** COMPANY OF THE MIDWEST, Defendant.
No. 01-198.
Heard Nov. 1, 2001.
Submitted Nov. 6, 2001.
Decided April 30, 2002.

CERTIFIED QUESTION FROM: United States District Court for the District of Montana, Missoula Division, The Honorable Leif Erickson, Federal Magistrate presiding.

For Plaintiffs: [Rex Palmer](#), Attorneys Inc., Missoula, Montana.

For Defendant: [Jon T. Dyre](#), Crowley, Haughey, Hanson, Toole & Dietrich, Billings, Montana.

For Amicus: [Gregory S. Munro](#), Missoula, Montana (MTLA).

Justice [PATRICIA O. COTTER](#) delivered the Opinion of the Court.

¶ 1 The following Certified Questions were presented to this Court by the U.S. District Court for the District of Montana, Missoula Division, on March 19, 2001, and accepted on March 27, 2001:

1. Is subrogation by the **insurer** to recover medical payments advanced to its **insured**, and later paid by the tortfeasor, void in Montana as against public policy?
2. Is it the public policy in Montana that an **insured** must be totally reimbursed for all losses as well as costs, including attorney fees, involved in recovering those losses before the **insurer** can exercise any right of subrogation, regardless of contract language to the contrary?
3. Does a provision in an **insurance** policy issued in Colorado, stating that Colorado law governs the **insurer's** subrogation rights for [personal injury protection] PIP benefits, violate Montana's public policy, if Colorado law allows subrogation regardless of whether the **insured** has been made whole and fully compensated, including attorney fees and costs?

¶ 2 We answer Certified Questions # 2 and # 3 in the affirmative. We do not answer Question # 1.