

Gage County, Nebraska v. Employers Mutual Casualty Company

Case Number

S-18-1118

Case Audio

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Call Date

October 1, 2019

Case Time

9:00 AM

Court Number

Lancaster

Case Location

Lincoln

Court Type

District Court

Case Summary

S-18-1118 Gage County, Nebraska (Appellant) v. Employers Mutual Casualty Company

Lancaster County District Court, Judge Jodi L. Nelson

Attorneys: Joel D. Nelson, Joel Bacon (Keating, O'Gara, Nedved, & Peter, P.C., L.L.O., for Appellant) ? Jeffrey J. Blumel, Gretchen L. McGinn (Dvorak Law Group, for Appellee)

Civil: Insurance coverage; Profession services

Proceedings Below: The trial court concluded that law enforcement was a professional service within the meaning of the commercial general liability policy's professional service exclusion. In doing so, the court rejected Appellant's argument that the context surrounding the policy shows the parties did not intend for law enforcement to be a professional service.

Issues: Whether the trial court erred in 1) concluding that the professional services exclusion in the commercial general liability insurance policy barred coverage for the claims of the Beatrice Six; 2) failing to conclude that the context surrounding the policy showed the parties intended for law enforcement to be an occupation, not a professional service; 3) failing to conclude that the definition of professional services from Marx v. Hartford Acc. & Indem. Co., 183 Neb. 12, 157 N.W.2d 870 (1968) has been rejected by subsequent Nebraska case law; 4) alternatively, in failing to conclude that as used in the professional services exclusion in the policy the term "professional services" was ambiguous; 5) concluding that because the professional services exclusion in the policy barred coverage, there was also no excess coverage under the umbrella policy; 6) the extent in concluded that Deputy Price was engaged in providing professional psychological services instead of law enforcement; 7) in granting summary judgment; and 8) in failing to grant partial summary judgment to Appellant on the issue of whether the professional services exclusion in the policy barred coverage.

Schedule Code

