

**COURT OF APPEALS
DECISION
DATED AND FILED**

September 29, 2026

Samuel A. Christensen
Clerk of Court of Appeals

NOTICE

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Appeal No. 2024AP500

Cir. Ct. No. 2022CV172

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT III**

**JAMMIE WOLLER, JASON WOLLER AND BRAYDEN WOLLER, BY HIS
GUARDIAN AD LITEM, BENJAMIN C. WELCH,**

PLAINTIFFS-RESPONDENTS,

ASPIRUS HEALTH PLAN,

INVOLUNTARY-PLAINTIFF,

V.

SCOTTSDALE INSURANCE COMPANY,

DEFENDANT-APPELLANT,

**MID-CENTURY INSURANCE COMPANY, DAVID KLOCKZIEM, STEVIE
KLOCKZIEM AND LANDEN KLOCKZIEM,**

DEFENDANTS-RESPONDENTS.

APPEAL from an order of the circuit court for Lincoln County:
ROBERT R. RUSSELL, Judge. *Reversed and cause remanded for further proceedings.*

Before Stark, P.J., Hruz, and Gill, JJ.

¶1 HRUZ, J. The sole issue in this case is whether a motor vehicle exclusion in Scottsdale Insurance Company’s insurance policy issued to David and Stevie Klockziem precludes liability coverage for Jammie, Jason and Brayden Woller’s claims following an incident in which Landen Klockziem ran over Brayden’s foot with a tractor that Landen drove to school for a “Bring Your Tractor to School Day” event.¹ The circuit court denied Scottsdale’s summary judgment motion, concluding that an exception to the exclusion, which reinstates coverage if a motor vehicle is “used solely to service a residence,” is ambiguous and, thus, provides coverage for the Wollers’ claims.

¶2 Scottsdale appeals the circuit court’s nonfinal order denying its summary judgment motion.² Scottsdale argues that the exception does not apply to the Wollers’ claims because the tractor Landen drove was not being “used solely to service a residence” at the time of Brayden’s injury. We agree with Scottsdale and conclude that under the facts of this case, Landen was not using the tractor “solely to service a residence” because he was not performing services for the building that the Klockziems use as a home. Thus, the exception does not

¹ We will refer to David, Stevie and Landen Klockziem collectively as “the Klockziems” and to Jammie, Jason and Brayden Woller collectively as “the Wollers,” and we will refer to them by their first names when necessary.

² On April 29, 2024, we granted Scottsdale’s petition for leave to appeal the circuit court’s nonfinal order. See WIS. STAT. RULE 809.50(3) (2023-24).

apply. Accordingly, we reverse the court’s order denying Scottsdale’s summary judgment motion, and we remand the case for further proceedings consistent with this opinion.

BACKGROUND

¶3 The following facts are undisputed for purposes of this appeal. On May 13, 2022, Landen, David and Stevie’s 14-year-old son, drove the Klockziems’ International 656 tractor approximately 15 miles from the Klockziems’ home to Merrill High School for a “Bring Your Tractor to School Day” event. While Landen adjusted the tractor’s parking position in the school parking lot, Landen ran the tractor over Brayden’s foot, causing injury.

¶4 The tractor had belonged to Landen’s great-grandfather and carried sentimental value for the Klockziem family. Prior to the accident, Landen and David had used the tractor to grade and plow their home’s driveway, and Landen had taken the tractor for practice drives approximately one mile down the road from the home.

¶5 Scottsdale had issued a dwelling policy to David and Stevie for the policy period from February 13, 2022, to February 13, 2023 (“the Policy”). The Policy provides personal liability coverage if “suit is brought against an ‘insured’ for damages because of ‘bodily injury’ ... caused by an ‘occurrence.’”³ The

³ The definition of “[i]nsured” includes “[y]ou and residents of your household who are” “[y]our relatives.” Here, that definition includes Landen.

An “[o]ccurrence” is defined as “an accident” resulting in “[b]odily injury” or “[p]roperty damage.”

Policy contains an exclusion for “motor vehicle liability,”⁴ which is defined as “[l]iability for ‘bodily injury’ ... arising out of the”:

- (1) Ownership of such vehicle or craft by an “insured”;
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an “insured” to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an “insured”; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

(Formatting altered.)

¶6 The motor vehicle liability exclusion provides that personal liability coverage does not apply “if, at the time and place of an ‘occurrence’, the involved ‘motor vehicle’”:

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the “occurrence”; or
- c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;

⁴ The Policy defines a “[m]otor vehicle” as “[a] self-propelled land or amphibious vehicle” or “[a]ny trailer or semitrailer which is being carried on, towed by or hitched for towing” by a vehicle described in the Policy.

- (3) Used to carry persons or cargo for a charge; or
- (4) Used for any “business” purpose except for a motorized golf cart while on a golfing facility.

(Formatting altered.) If none of the above provisions applies, the Policy provides that “there is still no coverage for ‘motor vehicle liability’, unless the ‘motor vehicle’” is, among other things, “[u]sed solely to service a residence.”

¶7 Following the accident, the Wollers filed this lawsuit against the Klockziems, Scottsdale, Artisan and Truckers Casualty Company (which was the Klockziems’ automobile insurer),⁵ and Mid-Century Insurance Company (which was the Wollers’ automobile insurer). The Wollers’ complaint alleged claims for negligence by Landen, negligent entrustment by David and Stevie, and loss of society and companionship, and it alleged that Scottsdale, Artisan and Mid-Century were liable to the Wollers for those claims. The circuit court granted Scottsdale’s motion to bifurcate coverage issues from the liability and damages claims, and to stay discovery and proceedings on the latter until the coverage issues were resolved.

¶8 Scottsdale then moved for summary judgment, arguing that the Policy did not provide coverage for the Wollers’ claims because the tractor was not “used solely to service a residence.” In response, the Wollers argued that the phrase was ambiguous and that Landen’s taking “the tractor to school to promote family pride and education was indeed a ‘service’ to the residence.”

¶9 In an oral ruling, the circuit court denied Scottsdale’s summary judgment motion. The court noted that the facts were “generally not in dispute,”

⁵ Artisan was subsequently dismissed from the case.

but it concluded that the Policy’s exception reinstating coverage if a motor vehicle is “used solely to service a residence” was ambiguous because the Policy does not define the terms “solely” and “service,” and “there is some ambiguity with respect to both of these terms.” The court also noted that Landen had driven the tractor to display it at the “Bring Your Tractor to School Day” event, and he did not plan to use it for competition or for work at the school. It added that “[t]here was no other purpose for bringing the tractor to school that day” and that Landen “was feeling proud of the tractor.”

¶10 The circuit court went on to state that the fact that Landen brought the tractor to school for the event and that he displayed it at school for the day did not diminish the fact that the tractor was otherwise “solely used for work around the Klockziem residence.” For these reasons, the court concluded the Policy’s exception was ambiguous, and, despite initially stating that the facts were generally undisputed, it concluded that there were disputed material facts that entitled the Wollers to a trial.⁶ The court subsequently issued a nonfinal order consistent with its ruling. Scottsdale appeals.

DISCUSSION

¶11 This appeal involves reviewing the circuit court’s summary judgment decision, which turned on the interpretation of an insurance policy. We review a court’s summary judgment decision de novo, applying the same methodology as the circuit court. See *State Farm Mut. Auto. Ins. v. Langridge*,

⁶ The circuit court did not elaborate on what those disputed material facts were. As we noted above, however, the facts in this case are undisputed, and the disputed issue is whether, under those facts, the Policy’s exception is ambiguous.

2004 WI 113, ¶12, 275 Wis. 2d 35, 683 N.W.2d 75. Summary judgment is appropriate “if there is no genuine issue of material fact in dispute and the moving party is entitled to judgment as a matter of law.” *American Fam. Mut. Ins. v. American Girl, Inc.*, 2004 WI 2, ¶22, 268 Wis. 2d 16, 673 N.W.2d 65. The interpretation of an insurance policy is a question of law that we review de novo. See *5 Walworth, LLC v. Engerman Contracting, Inc.*, 2023 WI 51, ¶13, 408 Wis. 2d 39, 992 N.W.2d 31.

¶12 We use a three-step procedure for interpreting insurance policies. *Id.*, ¶16. First, we determine whether the policy makes an initial grant of coverage. *Id.* If it does, we then determine whether any exclusions preclude coverage. *Id.* Exclusions are narrowly construed against the insurer. *Folkman v. Quamme*, 2003 WI 116, ¶16, 264 Wis. 2d 617, 665 N.W.2d 857. Finally, if an exclusion applies, we determine whether any exception to the exclusion reinstates coverage. *5 Walworth*, 408 Wis. 2d 39, ¶16. Here, our focus is on the third step, given that the parties agree that the Policy makes an initial grant of liability coverage for Brayden’s injuries and that coverage is excluded under the Policy’s motor vehicle liability exclusion if an exception does not apply.

¶13 When interpreting an insurance policy, we seek to determine and give effect to the contracting parties’ intent. *Folkman*, 264 Wis. 2d 617, ¶12. We give the words in the policy “their common and ordinary meaning, that is, the meaning a reasonable person in the position of the insured would have understood the words to mean.” *Langridge*, 275 Wis. 2d 35, ¶14. If the policy language is clear and unambiguous, the policy “is enforced as written, without resort to rules of construction or applicable principles of case law.” *Folkman*, 264 Wis. 2d 617, ¶13.

¶14 If a policy is ambiguous as to coverage, it is construed in favor of the insured. *Langridge*, 275 Wis. 2d 35, ¶15. Policy language is ambiguous “if it is susceptible to more than one reasonable interpretation.” *Folkman*, 264 Wis. 2d 617, ¶13 (citation omitted). There are two ways in which ambiguity may be present in a policy: (1) the policy’s terms may be inherently ambiguous; or (2) “a clear and unambiguous provision may be found ambiguous in the context of the entire policy.” *Bolger v. Massachusetts Bay Ins.*, 2024 WI App 19, ¶12, 411 Wis. 2d 517, 5 N.W.3d 893 (citation omitted).

¶15 Scottsdale argues that the Policy’s exception requiring that a motor vehicle be “used solely to service a residence” does not reinstate coverage for the Wollers’ claims because Landen did not drive the tractor to school “to service” his residence in any way, but rather he did so “for a purpose entirely unrelated to the residence.” Scottsdale contends that the circuit court erred by concluding that the exception was ambiguous because the court failed to recognize the plain meaning of the term “solely” as “exclusively.” Scottsdale further asserts that although the language in the exception differs from the language in the exceptions applied in *Bolger* and *Strand v. State Farm Insurance*, 517 N.E.2d 265 (Ohio Ct. App. 1986), the analyses used in those cases support Scottsdale’s interpretation of the exception at issue here.

¶16 We agree with Scottsdale and conclude that the exception to the motor vehicle liability exclusion does not apply to reinstate coverage for the Wollers’ claims because the tractor was not used “solely to service a residence.” Contrary to the circuit court’s conclusion, the language in the exception is clear and unambiguous in that the exception does not apply unless the tractor was used

only to service the Klockziems' physical home.⁷ In this case, Landen's act of driving the tractor from his home to his school to display the tractor at "Bring Your Tractor to School Day" did not service his home in any way.

¶17 To explain, the Policy's exception here reinstates coverage if a motor vehicle is "used solely to service a residence." The Policy does not define the terms "solely," "service" or "residence," so we look to the dictionary definitions of those terms to determine their common, ordinary meaning. See *Preisler v. General Cas. Ins.*, 2014 WI 135, ¶40, 360 Wis. 2d 129, 857 N.W.2d 136. "Solely" means "to the exclusion of all else." *Solely*, MERRIAM-WEBSTER DICTIONARY, <https://www.merriam-webster.com/dictionary/solely> (last visited Sept. 23, 2026).⁸ The verb "to service" means "to perform services for." *Service*, MERRIAM-WEBSTER DICTIONARY,

⁷ Although we use the phrases "physical home" and "building used as a home" in this opinion, we need not decide whether "residence" includes just the building used as the home or the building and the surrounding land because, while Landen may have previously used the tractor to service the residence in some way, he was not in any way doing so at the time of the accident. See *Patrick Fur Farm, Inc. v. United Vaccines, Inc.*, 2005 WI App 190, ¶8 n.1, 286 Wis. 2d 774, 703 N.W.2d 707 ("[W]e decide cases on the narrowest possible grounds."). Any ambiguity with respect to the term "residence," if it exists, is not at issue in this case.

⁸ Although Wisconsin courts have not interpreted the term "solely" in insurance policies, we have previously noted, in the context of determining whether Wisconsin's omnibus statute prohibited a policy exclusion, that a van "operated exclusively on ... salvage yard premises as a service vehicle" when it was involved in an accident in the yard fell within an exclusion for "[v]ehicles maintained for use solely on or next to premises you own or rent." See *Rea v. Transportation Ins.*, 191 Wis. 2d 271, 273-74, 528 N.W.2d 79 (Ct. App. 1995) (alteration in original).

Scottsdale cites two out-of-state cases that support a similar interpretation of the term "solely" in insurance policies. See *Tenos v. State Farm Ins.*, 716 A.2d 626, 630 (Pa. 1998) ("The adverb 'solely' serves to modify the verb 'used.' Thus[,] in order to be covered, the [motor vehicles] must be used exclusively 'for the service of the insured location.'"); *State Farm Fire & Cas. Co. v. Midgett*, 892 S.W.2d 469, 471 (Ark. 1995) (concluding that the term "solely" was not ambiguous based on a dictionary definition and a witness's trial testimony defining the term as not covering a motor vehicle "if it were 'ever' used other than to service the insured location").

<https://www.merriam-webster.com/dictionary/service> (last visited Sept. 23, 2026). “Residence” means “a building used as a home: DWELLING.” *Residence*, MERRIAM-WEBSTER DICTIONARY, <https://www.merriam-webster.com/dictionary/residence> (last visited Sept. 23, 2026).

¶18 Applying these terms’ common, ordinary meanings, a reasonable insured would understand that the Policy’s exception reinstates coverage if a motor vehicle involved in an “occurrence” is used solely—i.e., to the exclusion of all other uses—to perform services for a building used as a home. As applied to the circumstances of this case, the tractor had to be used only to perform services for the building the Klockziems use as their home. That plainly did not happen here on the day of Brayden’s injury. Rather, Landen drove the tractor from his home to his school, located approximately 15 miles away, to display the tractor at a school event. This use of the tractor cannot be reasonably interpreted as using the tractor to service the Klockziems’ home.

¶19 ***Strand***, a case from the Court of Appeals of Ohio cited by the parties, is not binding on this court. However, while we agree with Scottsdale that its facts are materially different from this case, the analysis in that case supports our interpretation that the Policy’s exception does not reinstate coverage. In ***Strand***, the insurer denied coverage for the value of an insured’s motorbike that was stolen from his home because the insurer’s policy did not cover “any engine or motor[-]propelled vehicle” except “those used solely for the service of the insured location and not licensed for use on public highways.” ***Strand***, 517 N.E.2d at 266. The insured presented evidence that he would ride the motorbike on his property for pleasure, but that he and his family would also use the motorbike to get the mail, carry trash to a collection point, and inspect the

approximately 1,800 feet of fence on the insured's 3-acre property. **Id.** The insured also asserted that during pleasure rides on his property, he “could not help but inspect the property and fences, thereby fulfilling every landowner’s civil duty to keep his property free of hazards and nuisances.” **Id.** at 266-67.

¶20 The **Strand** court concluded that the phrase “used solely for the service of the insured location” was ambiguous and not limited to “machines which perform a useful task in close physical proximity to the land and buildings.” **Id.** at 267. The court explained that it broadly interpreted the phrase because the policy’s definition of “insured location” could “mean as little as the residential premises itself” or “as much as five hundred acres of farmland without buildings[,] which is rented to others.” **Id.** Because “insured location” was broadly defined, the court reasoned that “inspection and security measures” taken by an insured using a motor-propelled vehicle also fell “within the term ‘service of the insured location’ as well as maintenance or repair.” **Id.** at 267-68. The court disagreed with the insurer’s assertion that “any pleasure obtained by riding this motorbike somehow deprives its rider of any purpose of serving the insured location,” and it stated that there was “no good reason why someone performing an inspection or examination of an ‘insured location’ should not be entitled to do so in a comfortable and enjoyable fashion.” **Id.** at 268.

¶21 Notably, the court in **Strand** suggested that the policy could have used the phrase “used solely *to service* the insured location,” instead of used solely “*for the service of* the insured location.” **Id.** (second emphasis added; footnote omitted). It explained that the former suggests that “physical proximity to the land or premises itself was the test,” while the latter suggests that “the test is some purpose or goal for which some act is undertaken by a motor-propelled vehicle to aid the broadly defined term of ‘insured location.’” **Id.** The court further

explained that the phrase “to service” was different from “for the service” in that “to service” means “service tied to the insured location itself,” while “for the service” means “a broader form of accommodating any general function or purpose accomplished for or necessary to enjoyment of the insured location.” *Id.* at 268 n.5.

¶22 **Strand** is distinguishable in two ways and, based on those distinctions, its analysis supports our interpretation of the narrower phrase “used solely to service a residence.” First, unlike the insured’s use of the motorbike in **Strand**, Landen did not use the tractor for pleasure while at the same time using it to service the Klockziems’ home. Rather, at the time of the accident, Landen used the tractor to drive it to his school for display at a school event—a purpose that is completely unrelated to servicing the Klockziems’ home. Second, the Policy’s exception does contain the more limiting language of “used solely to service a residence,” which the court in **Strand** suggested would require “physical proximity to the land or premises itself.” See *id.* at 268. We agree with **Strand**’s interpretation of this language. Given that a “residence” includes a building used as a home, “to service a residence” would require physical proximity to the Klockziems’ home, which was not the case when the accident occurred.

¶23 The Wollers assert that the tractor’s sole use was, in fact, for the Klockziems’ property and that on the day of the accident, Landen did not use the tractor “to work at other properties” or “to perform work to benefit anybody”; rather, he used it to promote family pride for the Klockziems and to provide an educational experience for other students. The Wollers argue that “there is no effective difference between the terms” “‘for the service’ and ‘to service’” because the more significant conclusion from **Strand** is that the term “service” “can take on a wide variety of meanings” and, in this case, “activities taken on to ‘solely

service a residence’ [are] reasonably interpreted to include any activities that benefit the individuals who make up that residence.”⁹ They thus contend that Landen’s act of driving the tractor to school was a service to the Klockziem residence because the purpose of driving the tractor to school was “to educate [other students] on that style of tractor” and to bring pride to the family, and “[w]hat is a residence without residents.”

¶24 We disagree. Using a tractor to bring pride to the family and to educate other students is completely unrelated to using the tractor to service a building used as a home. As Scottsdale notes, the Wollers’ argument substitutes the term “residents” for the term “residence.” This substitution is an unreasonable interpretation of the Policy’s exception requiring that a motor vehicle be “used solely to service a residence,” given that a reasonable insured would understand that the exception reinstates coverage if a motor vehicle is being used only to perform services for the building used as a home. A reasonable insured would not understand the exception to include services performed for “residents” or “insureds” when those services have no connection to the home itself.¹⁰ Thus,

⁹ We note that the Wollers cite the *Tenos* court’s disagreement with the *Strand* court’s interpretation of the phrase “for the service of the insured location,” specifically noting that the *Tenos* court stated that the difference between “to service” and “for the service” “is a distinction without a difference.” See *Tenos*, 716 A.2d at 630. Despite this disagreement, *Tenos* does not support the Wollers’ broad interpretation of the term “service,” given that the *Tenos* court rejected the *Strand* court’s broad interpretation. See *Tenos*, 716 A.2d at 630. Instead, the *Tenos* court’s interpretation of the term “solely” supports our interpretation that the Policy’s exception in this case reinstates coverage for motor vehicles being used exclusively to perform services for a building used as a home.

¹⁰ Indeed, such a view of what a reasonable insured could understand would seemingly lack a limiting principle. If what matters is only that the insureds themselves benefit from the use of the motor vehicle for the Policy’s exception to the exclusion to apply, it is borderline tautological that the exception would apply. After all, if the insureds own the motor vehicle, it seems that most any use to which they put it would “benefit” them. This concern demonstrates the overreach of the Wollers’ arguments in this case.

neither family pride nor the educational experience of other students are services for the building that the Klockziems use as their home.

¶25 Furthermore, the difference in policy language noted by the *Strand* court is significant. The *Strand* court relied on the fact that the term “insured location” was broadly defined and, therefore, the phrase “for the service of the insured location” included a broad range of activities. See *id.* at 267-68. That broad interpretation was consistent with the phrase “for the service of” because, as the *Strand* court explained, “for the service of” suggests “some purpose or goal for which some act is undertaken by a motor-propelled vehicle to aid the broadly defined term of ‘insured location.’” See *id.* at 268. Here, the term “insured location” is not used in the exception, and the Policy does not define the term “residence.” Those omissions, however, do not mean that “service” should be interpreted as broadly as the Wollers contend.

¶26 Rather, the common, ordinary definitions of “residence,” “solely,” and the infinitive verb “to service” all show that the Policy’s exception is written more narrowly than the exception in *Strand*, especially given that the exception uses “to service” rather than “for the service of.” While the term “residence” is not defined in the Policy, its common, ordinary definition is less broad than that of “insured location” in *Strand*. Consequently, when the term “residence” is read together with “solely” and “to service,” the exception compels a physical proximity requirement, as the court in *Strand* explained. Thus, “solely to service a residence” is to be read more narrowly than the policy language in *Strand* as requiring that the motor vehicle be used only to perform services for a building used as a home.

¶27 Beyond the foregoing arguments that the tractor was, in fact, being used “to service” the Klockziems’ home, the Wollers, joined by Mid-Century, contend that the Policy’s exception is, at a minimum, ambiguous in this regard, such that it should be construed in favor of there being insurance coverage for the Wollers’ claims. The Wollers argue that ***Bolger*** supports a conclusion that the exception is ambiguous in the context of the entire Policy because the other exceptions in the motor vehicle liability exclusion “all contain specific references to a particular geographic location where the occurrence must occur for there to be coverage,”¹¹ but the exception at issue here does “not contain such limiting language.” For this reason, the Wollers assert that a reasonable insured would believe “that the term ‘service’ is broad and does not require that the tractor be located at the ‘insured location’ at the time of an occurrence in order to be covered.”

¶28 Mid-Century distinguishes ***Bolger*** by similarly arguing that the exception’s language in this case does not contain a geographical limitation and that the use of “insured’s residence” in ***Bolger***, in contrast to “a residence” in this case, means the exception “would not even require that the vehicle be used to service the insured’s home.” Mid-Century argues that by using the term “residence” instead of the terms “residence premises” or “insured location,” which are defined by the Policy, “the exception clearly contemplates use of a motor vehicle off the ‘residence premises’ or the ‘insured location.’” Because the exception does not reference an “insured’s residence,” Mid-Century asserts that

¹¹ For example, other exceptions require that the motor vehicle be “[i]n dead storage on an ‘insured location’” or be “[d]esigned to assist the handicapped and, at the time of an ‘occurrence’,” be “used to assist a handicapped person” or “[p]arked on an ‘insured location.’”

“the exception would apply even if the insured used the tractor to service someone else’s residence,” and, therefore, the fact that the tractor was approximately 15 miles away from the Klockziems’ home “does not provide a basis to conclude that the exception” is inapplicable.

¶29 Mid-Century further contends that the use of “a residence” instead of “residence premises” creates ambiguity because “residence premises” is defined by the Policy. Mid-Century thus argues that “a residence” could mean “any building that people live in,” “any building that is suitable for habitation,” or “only the building that the Klockziems used as their dwelling” even though it is included in the definition of “residence premises.” For this reason, Mid-Century asserts that the term “residence,” by itself, “would not include the grounds associated with” the building the Klockziems use as their dwelling. Because a motor vehicle could not be used for the “upkeep” of just the building, Mid-Century contends that “[s]ervice of a residence” must have a broader meaning. Given that the term “service” “can include any activity that provides any sort of benefit,” Mid-Century concludes that “‘service’ of a residence” can include “using the tractor to drive to school so that the tractor can be shown off and provide a source of pride for Landen.”

¶30 The Wollers’ and Mid-Century’s attempts to create ambiguity fail in at least two respects. First, many of their arguments rely on the same sort of unreasonable understandings of the Policy’s language—both that of the exception specifically and within the context of the whole policy—that we have rejected above. Second, and as we now explain, the Policy’s exception in this case *does* contain limiting language, unlike the exception in *Bolger*. Therefore, the exception is not ambiguous in the context of the entire Policy.

¶31 In *Bolger*, the insurer issued a policy to the insureds covering their primary home. *Bolger*, 411 Wis. 2d 517, ¶3. The plaintiff was injured while riding a utility terrain vehicle (“UTV”) driven by the insureds’ son near the insureds’ second home. *Id.*, ¶4. The policy excluded coverage for injuries arising out of an insured’s use of “motorized land conveyances,” but the exclusion did not apply to “[a] vehicle or conveyance not subject to motor vehicle registration” that is “[u]sed to service an ‘insured’s’ residence.” *Id.*, ¶3 (alterations in original). The insurer argued that this exception did not apply because the UTV was not being used to service the insureds’ primary residence at the time of the accident (rather, it was being used to service another residence). *Id.*, ¶16. The plaintiff contended that the exception was ambiguous and could be reasonably read “as requiring only that the UTV *at one point* serviced” an insured’s residence and “containing no geographic or use limitation beyond that.” *Id.*, ¶17.

¶32 We concluded that the exception was ambiguous in the context of the entire policy because it was unclear from the phrase “[u]sed to service” whether coverage “exists only if the occurrence takes place while a conveyance is servicing ‘an ‘insured’s’ residence,’ or if coverage exists regardless of where the occurrence takes place provided the conveyance at one point serviced ‘an ‘insured’s’ residence.’” *Id.*, ¶18 (alteration in original). We determined that, unlike the other exceptions in the policy, the relevant exception did not contain geographically limiting language or language limiting coverage to a particular use at the time of injury. *Id.*, ¶¶20-22. Because the relevant exception did not contain limiting language, we concluded that a reasonable insured could interpret the exception to provide “coverage anywhere for any location or purpose,” as long as “the conveyance was once ‘[u]sed to service an ‘insured’s’ residence.’” *Id.*, ¶23

(alteration in original). Given that the exception was ambiguous, we interpreted the policy against the insurer and in favor of coverage. *Id.*, ¶32.

¶33 In contrast to the exception in *Bolger*, which required that a vehicle be merely “used to service an insured’s residence,” the Policy’s exception requiring that a vehicle be used “*solely* to service a residence” contains clear limiting language. As noted above, “solely” means “to the exclusion of all else”—here, to the exclusion of all other uses—and, as Scottsdale asserts, its inclusion “makes clear that the exception only applies if the vehicle is ‘solely’ used—meaning only used—to service the residence.” Thus, the exception here differs from the one in *Bolger* in that it cannot be interpreted to reinstate coverage merely because, at some point, the vehicle was once used to service a residence. See *id.*, ¶23. Rather, the exception reinstates coverage only if a vehicle’s sole use is performing services for a building used as a home.

¶34 Furthermore, and contrary to Mid-Century’s argument, Scottsdale is not arguing that there is no coverage under the Policy simply because the tractor was approximately 15 miles from the Klockziems’ residence. Instead, Scottsdale argues that because Landen drove the tractor approximately 15 miles from the residence for a purpose that provided no service to the Klockziems’ residence, no reasonable insured could understand that the tractor was being used solely to service a residence. By focusing on single terms in the exception rather than on the exception as a whole, the Wollers and Mid-Century attempt to create ambiguity where there is none. As noted above, the Wollers’ understanding that service to a residence includes promoting family pride and educational experience is not a reasonable alternative reading of the exception that would create ambiguity. And, neither the Wollers nor Mid-Century offer any other explanation

of how driving the tractor to school for a school event serviced the residence, such that the tractor would be covered under the Policy.¹²

¶35 In sum, under the undisputed facts of this case, Landen did not use the tractor solely to service a residence when he drove the tractor to school to display it at a school event. Therefore, the Policy’s exception to the motor vehicle liability exclusion plainly does not apply and does not reinstate coverage for the Wollers’ claims.

By the Court.—Order reversed and cause remanded for further proceedings.

Not recommended for publication in the official reports.

¹² The Wollers criticize Scottsdale for “never attempt[ing] to explain how Landen bringing the tractor to school on the date of the accident was not of service to the residence” or explaining what his actual use of the tractor was that day. We disagree. First, Scottsdale *did* explain this matter, precisely by rejecting as unreasonable the notion that any service performed *for the people* who reside at a residence falls under the exception. Second, Scottsdale cannot be faulted for refusing to accept the Wollers’ own false premise that anything more is required to show a lack of coverage. What matters is that the exception unambiguously fails to reinstate coverage under the facts of this case.

The Wollers also argue that interpreting the exception to require that tractors be on the residence in order to be covered under the exception would have a “chilling effect” on “Bring Your Tractor to School” events, especially in agricultural areas. As noted above, however, we do not interpret the exception to require the tractor be on the residence in order to reinstate coverage, but rather, we interpret the exception as reinstating coverage if the tractor has only been used for the purpose of performing a service for a building used as a home. Furthermore, the fact that the Policy in this case does not provide coverage does not mean that insurance coverage for such tractor use is otherwise unavailable or that it cannot be contracted for in other instances.

