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**DISTRICT I**

October 13, 2026

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You are hereby notified that the Court has entered the following opinion and order:

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2025AP352

Hanna S. Naji v. Jason Easterman (L.C. # 2023CV6733)

Before Donald, C.J., Colón, P.J., and Petrashek, J.

**Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).**

Hanna S. Naji appeals from an order granting the motion for declaratory judgment filed by Geico Indemnity Company, resulting in the dismissal of her claims against Geico, in this personal injury matter. Based upon our review of the briefs and record, we conclude at

conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2023-24).<sup>1</sup> We summarily affirm.

In September 2020, Naji was hit while crossing the street in Wisconsin Dells. The vehicle involved, a 2006 Chrysler Town & Country, was driven by Jason Easterman. The vehicle was titled in the name of Floyd Easterman, Jason's father.<sup>2</sup>

Naji filed a personal injury action in September 2023 against both Easternmans and their insurance companies. The complaint also included a breach of contract claim against Geico, Naji's insurance provider, asserting that her policy should cover her damages under the uninsured (UM) or underinsured (UIM) motorist provisions.

At the time of the accident, Floyd did not have insurance coverage on the Chrysler. He previously had coverage on that vehicle through Erie Insurance Exchange, but cancelled the policy more than four months prior to accident. Erie, which was a named defendant, moved for summary judgment on the grounds that it had no coverage in effect at the time of the accident. The motion was granted, and Erie was dismissed from the case. Floyd did have coverage on a different vehicle through State Farm Mutual Automobile Insurance Company at that time. State Farm also moved for summary judgment on the grounds that it had not provided coverage for the Chrysler. That motion was granted and State Farm was also dismissed from the case.<sup>3</sup>

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<sup>1</sup> All references to the Wisconsin Statutes are to the 2023-24 version.

<sup>2</sup> During discovery, Floyd indicated that he had reported the vehicle stolen in January 2020, but it is unclear whether it is alleged that Jason stole the vehicle.

<sup>3</sup> Neither of these orders granting summary judgment are before us in this appeal.

However, Jason had coverage for the Chrysler at the time of the accident through Auto Club Group Insurance Company. The bodily injury limits of that policy were \$100,000 per person/\$300,000 per accident. Geico thus filed a motion for declaratory judgment seeking an order that it had no obligation to pay under neither the UM nor the UIM provisions of Naji's policy.

Specifically, Geico argued that as Auto Club was not contesting coverage, the UM provision of its policy was not triggered. Likewise, Geico argued that UIM coverage also was not triggered, because the liability limits of the Auto Club policy were higher at \$100,000 than the \$50,000 UIM limits in Naji's Geico policy. Therefore, Geico argued that UIM coverage under its policy also was not triggered.

The circuit court agreed, and issued an order declaring that Geico is not obligated to provide UM or UIM coverage for Naji under her policy. As such, it therefore dismissed Naji's breach of contract claims against Geico. This appeal follows.

The decision to grant or deny a motion for declaratory judgment is within the circuit court's discretion. *Milwaukee Dist. Council 48 v. Milwaukee Cnty.*, 2001 WI 65, ¶36, 244 Wis. 2d 333, 627 N.W.2d 866. This court will uphold a discretionary decision if the circuit court "examined the relevant facts, applied a proper standard of law, and, using a demonstrated rational process, reached a conclusion that a reasonable judge could reach." *Id.* (citation omitted).

Our review requires us to interpret the Geico policy to determine whether the circuit court was correct in concluding that the UM and UIM coverage was not triggered. Interpretation of an

insurance contract is a question of law that we review de novo. ***Water Well Sols. Serv. Grp., Inc. v. Consolidated Ins. Co.***, 2016 WI 54, ¶12, 369 Wis. 2d 607, 881 N.W.2d 285.

However, Naji is a resident of Maine, and the Geico policy was issued there. The parties agree that the policy is to be interpreted under Maine law. Nevertheless, under Maine law, the interpretation of insurance policy provisions also are questions of law. ***Tibbetts v. Maine Bonding & Cas. Co.***, 618 A.2d 731, 732 (Me. 1992). In a choice of law case, if the laws of the two states involved are the same, we apply Wisconsin law. ***Danielson v. Gasper***, 2001 WI App 12, ¶5, 240 Wis. 2d 633, 623 N.W.2d 182.

Turning to our review of the UM and UIM provisions, this court “interpret[s] insurance policies in the same manner as other contracts—to give effect to the intent of the contracting parties.” ***Water Well***, 369 Wis. 2d 607, ¶14. As such, “[w]e construe policy language as a reasonable person in the position of the insured would understand such language.” ***Id.***

Under Naji’s policy with Geico, damages are to be paid for bodily injury “sustained by an insured that is caused by accident which the insured is legally entitled to recover from the owner or operator of an uninsured auto, an underinsured auto or a hit-and-run auto that arise out of the ownership, maintenance or use of that auto.” An uninsured vehicle is defined as “a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits that comply with the financial responsibility law of the state in which the insured auto is principally garaged at the time of an accident,” and includes “an auto whose insurer is or becomes insolvent or denies coverage.” An underinsured vehicle is defined as “an auto for which the total of all bodily injury liability insurance that is available in the event of an accident is less than the applicable limit of liability under this coverage.”

Based on the plain language of those definitions under the UM or UIM provisions of Naji's Geico policy, neither type of coverage was triggered. With regard to the UM provision, Auto Club confirmed at the hearing on Geico's declaratory motion that it was not contesting coverage under its policy issued to Jason; in other words, the Chrysler is not "uninsured" because Auto Club is not denying coverage for the accident. Nevertheless, Naji argues that because Erie and State Farm denied coverage on behalf of Floyd, the UM provision was triggered. That argument, however, ignores the fact that the Auto Club policy was in effect at the time of the accident. This court will "not interpret insurance policies to provide coverage for risks that the insurer did not contemplate or underwrite and for which it has not received a premium." ***Meriter Health Servs., Inc. v. Travelers Cas. & Sur. Co. of Am.***, 2008 WI App 132, ¶11, 313 Wis. 2d 660, 758 N.W.2d 112. Based on the Geico policy's clear and unambiguous definition of a UM vehicle, we conclude that provision was not triggered since Jason's Auto Club policy was in effect to provide coverage of the Chrysler. See ***Smith v. Atlantic Mut. Ins. Co.***, 155 Wis. 2d 808, 811, 456 N.W.2d 597 (1990) ("[W]hen the terms of an insurance policy are plain on their face, the policy must not be rewritten by construction.").

The UIM provision in the Geico policy also plainly describes its parameters. To put it simply, the UIM provision is not triggered unless the liability limits of the policy that is providing coverage are less than the liability limits provided under Geico's UIM coverage. As stated above, the Auto Club liability limits are higher at \$100,000 than the \$50,000 UIM limits in Naji's Geico policy. Therefore, we conclude that the UIM provision of the Geico policy was not triggered either. See ***id.***

In short, Auto Club's coverage of the Chrysler under Jason's policy renders Geico's UM and UIM provisions inapplicable here. Naji's arguments seek to create ambiguity in these

definitions where none exists. It is clear that in granting Geico's motion for declaratory judgment with regard to UM and UIM coverage the circuit court examined the relevant facts, applied a proper standard of law, and reached a reasonable conclusion. Therefore, the court did not erroneously exercise its discretion in granting the declaratory judgment, resulting in the dismissal of Naji's breach of contract claim against Geico. See ***Milwaukee Dist. Council 48***, 244 Wis. 2d 333, ¶36. Accordingly, we affirm the order.

For all the foregoing reasons,

IT IS ORDERED that the order is summarily affirmed. See WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

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*Samuel A. Christensen*  
*Clerk of Court of Appeals*