

**WISCONSIN SUPREME COURT
WEDNESDAY, MARCH 2, 2011
9:45 a.m.**

This is a review of a decision of the Wisconsin Court of Appeals, District III (headquartered in Wausau), which reversed an Oneida County Circuit Court decision, Judge Patrick F. O'Melia, presiding.

2009AP1422 Jessica Siebert et al v. Wis. American Mutual Insurance Co.

This case examines insurance coverage in a situation where a woman lent her father's car to a man who said he was running an errand. Instead, he picked up a woman who was then injured in an accident on the way to a party.

Some background: Jessica Koehler lent her father's car to Jesse Raddatz. Raddatz said he was running an errand, but instead picked up Jessica Siebert and headed for a party. On the way, Raddatz got into an accident that injured Siebert.

Wisconsin American Mutual Insurance Co., which insured the car, declined to cover Siebert's claims. Siebert sued and lost after a jury concluded that Raddatz was not a covered driver because he had exceeded the scope of the permission granted by Koehler.

Siebert appealed and won. The Court of Appeals said there was no dispute that Koehler was an insured person. It ruled that the risk of negligently entrusting the car to Raddatz was an insured risk.

Wisconsin American Mutual Insurance Company asks the Supreme Court to review two issues:

- Does Koehler's alleged negligent entrustment constitute an independent concurrent cause of the plaintiff's injuries sufficient to trigger coverage under Wisconsin American's policy where the jury has already found there is no coverage for Raddatz's negligent operation of the vehicle?

- Is plaintiffs' claim against Wisconsin American for the benefits of coverage based on Koehler's negligent entrustment barred by the doctrine of claim preclusion where it could have been litigated as part of plaintiffs' previous jury trial against Wisconsin American for the benefits of coverage based on Raddatz's negligent operation of the vehicle?