

ALBERTA GRAF

v.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

Submitted on Briefs October 24, 2017

Decided November 9, 2017

Panel: SAUFLEY, C.J., and MEAD, GORMAN, JABAR, HJELM, and HUMPHREY, JJ.

#### MEMORANDUM OF DECISION

Alberta Graf appeals from a judgment of the Superior Court (Somerset County, *Mullen, D.C.J.*), determining that her automobile liability policy, issued by State Farm Mutual Automobile Insurance Company, did not provide medical payment coverage for medical bills she incurred in a motor vehicle collision caused by an underinsured motorist.

Contrary to Graf's contention, for the reasons stated in our opinion remanding the case to the Superior Court, the court—and not an arbitration panel—had the authority to determine whether her policy's medical payment coverage applied to her medical expenses because of that coverage's effect on Graf's ultimate recovery under the policy's underinsured motorist protection. *Graf v. State Farm Mut. Auto. Ins. Co.*, 2016 ME 153, ¶¶ 1, 6, 22, 149 A.3d 529. Additionally, the court did not err when it determined that Graf's medical expenses fell within an exception to the policy's medical payment coverage because they were payable through her workers' compensation benefits. See *Acadia Ins. Co. v. Mascis*, 2001 ME 101, ¶ 9, 776 A.2d 617 ("The interpretation of an insurance contract exclusion and its applicability is a matter of law and is reviewed de novo.").

The entry is:

Judgment affirmed.

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N. Laurence Willey, Jr., Esq., Willey Law Offices, Bangor, for appellant Alberta Graf

Robert V. Hoy, Esq., Hoy & Main, P.A., Turner, for appellee State Farm Mutual Automobile Insurance Company

Somerset County Superior Court docket number CV-2011-18  
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