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Northland Insurance Co. v. Continental Western Insurance Co. 550 N.W.2d 298 (Minn. Ct. App. 1996)

Sublessee wrecks leased commercial truck. The accident is covered by both lessee's and sublessee's insurance policies, each of which contains "other insurance clauses" providing that liability is primary for vehicles leased to a policy holder and excess for vehicles leased from a policy holder.

The court held that the sublessee's insurer had primary liability and since there was no conflict between the policies, there was no need to use "total policy insuring intent" analysis or "closer to the risk" analysis to determine allocation of coverage. The court also held that the fact that lessee was the statutory owner of the vehicle under the state's no fault insurance act did not necessarily make lessee's insurer primarily liable.

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