FOURTH DIVISION
MCFADDEN, P. J.,
WATKINS and PADGETT, JJ.

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November 2, 2026

In the Court of Appeals of Georgia

A26A0966. SAXON et al. v. AMGUARD INSURANCE COMPANY.

WATKINS, Judge.

Appellant Roger Saxon was seriously injured during a motor vehicle collision while he was operating a county-owned Kubota tractor on Georgia Route 67. Appellant and his co-plaintiff Vickie Saxon later sought to recover uninsured motorist ("UM") benefits from the county's insurance carrier, Appellee AmGUARD Insurance Company. The trial court granted AmGUARD's motion for summary judgment, and this appeal ensued. Because the trial court erred in finding that the insurance policy did not provide UM coverage for the Kubota, we reverse.

"Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. We apply a de novo

standard of review and view the evidence in the light most favorable to the nonmovant."[1]

Here, the relevant facts are not in dispute. When the collision occurred, Saxon was working for the Jenkins County Road Department and using the Kubota to haul a "bushhog" grass mower for the purpose of mowing the grass on the side of the roadway. Jenkins County (the "County") had an insurance policy from AmGUARD (the "Policy"), which provided automobile insurance coverage and included a UM endorsement.

Saxon served the underlying negligence complaint on AmGUARD, seeking to recover under the Policy's UM provision. The trial court granted AmGUARD's motion for summary judgment, finding: "The Policy at issue herein unambiguously [did] not provide UM coverage for the Kubota tractor operated by [Saxon] at the time of the accident. The fact that it is not listed on the Schedule of Covered Autos is dispositive of this issue." This appeal followed.

> We begin by noting that courts must employ the standard rules of contract construction to determine the meaning of the provisions of an

[1] *Darden v. Progressive Mountain Ins. Co.*, 364 Ga. App. 600, 601 (876 SE2d 15) (2022) (citations and punctuation omitted).

> insurance policy. To that end, we construe every insurance contract according to the entirety of its terms. When the language of a policy is unambiguous and capable of but one reasonable construction, we enforce the contract as written. We apply these rules of construction to UM policy provisions, unless there is a conflict between the provision and the clear intent of the UM Statute,[2] in which case the provision is unenforceable and the UM Statute controls.[3]

As discussed below, we agree with Appellants that, given the undisputed facts of this case, the Kubota tractor was covered by the Policy's UM provision.

The trial court based its ruling on the fact that the Kubota tractor "is not listed on the Schedule of Covered Autos" in the Policy. This appears to be a reference to the Policy's "Schedule of Autos" — the section of the Policy where vehicles are itemized by make and VIN. As explained below, however, that section is not dispositive of the question of whether a vehicle is covered by the Policy's UM provision.

The Policy contains a "Schedule Of Coverages And Covered Autos," which identifies the different types of coverages included in the Policy and, for each type of

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[2] OCGA § 33-7-11.

[3] *Auto-Owners Ins. Co. v. Parker*, 359 Ga. App. 267, 268 (857 SE2d 245) (2021). See generally *Hinton v. Interstate Guar. Ins. Co.*, 267 Ga. 516, 518 (480 SE2d 842) (1997) ("Uninsured motorist statutes are remedial in nature and must be broadly construed to accomplish the legislative purpose.").

coverage, provides a symbol that designates what vehicles are "covered autos" for that particular type of coverage. For some types of coverages, the designated symbol is "7" which corresponds to "Specifically Described 'Autos'" — that is, those vehicles listed in the "Schedule of Autos." For Uninsured Motorist coverage, however, the designation symbol is "2." This corresponds to "Owned 'Autos' Only," which is defined elsewhere in the Policy as: "Only those 'autos' you own (and for Covered Autos Liability Coverage any 'trailers' you don't own while attached to power units you own). This includes those 'autos' you acquire ownership of after the [P]olicy begins." In short, the Policy unambiguously provided UM coverage for "autos" owned by the County — not merely for vehicles listed in the "Schedule of Autos."[4]

The next question, then, is whether the Kubota tractor is an "auto" within the meaning of the Policy. In the Policy's definitions section, "auto" is defined as

[4] See *McDuffie v. Coweta County*, 299 Ga. App. 500, 503–04(2) (682 SE2d 609) (2009) (holding that a tractor was covered under a county's liability policy where the county had selected the "Any auto" coverage option, rather than the "Scheduled autos" coverage, which applied only to autos described in an attached "Automobile Schedule" list).

> 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads, or 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".

The Policy defines "mobile equipment" as including, inter alia, farm machinery, power cranes, and road resurfacing equipment. Importantly, the Policy explicitly states that "'mobile equipment' does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law[.]"[5] Thus, to determine whether the Kubota tractor was an "auto" that was covered by the Policy's UM provision, we must determine whether it was subject to a compulsory or financial responsibility law. In other words, we must determine whether Georgia law required the tractor to be insured. We resolve this question in the affirmative and,

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[5] Specifically, the Policy provides that

> "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

consequently, we agree with Appellants that the trial court erred in granting summary judgment to AmGUARD.

In Georgia, all motor vehicles that require registration must be insured,[6] and generally "every owner of a motor vehicle, including a tractor[,]" is required to "register such vehicle[.]"[7] AmGUARD argues that the Kubota is exempted from this statutory requirement because it is a "tractor ... used only for agricultural purposes[.]"[8] But AmGUARD has not shown that the Kubota was "used only for agricultural purposes," rather than for road maintenance or some other nonagricultural purpose.[9] Indeed, the record shows that Saxon, an employee of

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[6] See OCGA § 33-34-4 ("No owner of a motor vehicle required to be registered in this state or any other person[] ... shall operate or authorize any other person to operate the motor vehicle unless the owner has motor vehicle liability insurance[.]").

[7] OCGA § 40-2-20(a)(1).

[8] OCGA § 40-2-20(b)(2).

[9] In a similar context, our Supreme Court has held that "a farm tractor can be an uninsured motor vehicle for purposes of the uninsured motorist statute when, in the course of a nonagricultural pursuit, it collides with another vehicle on a public highway." *Hinton*, 267 Ga. at 516.

Jenkins County Road Department, was using the Kubota to mow the grass on the side of a public roadway when he was injured.[10]

Thus, the Kubota tractor was required to be insured and is an "auto" within the meaning of the Policy. Because the Policy unambiguously provides UM coverage for "autos," the trial court erred in granting summary judgment to AmGUARD.

Judgment reversed. McFadden, P. J., and Padgett, J., concur.

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[10] Cf. *Nationwide Agribusiness Insurance Company v. The Onionman Company*, 369 Ga. App. 597, 603(2)(b)(ii) (894 SE2d 152) (2023) (holding that tractor was not required to be registered where the insured "d[id] not argue or point to evidence that the tractor was used for any nonagricultural purposes[;]" rather, there was testimony that "the tractor's purpose was to spread fertilizer, and [the insured's principal] was engaged in that activity [traveling from a field where he had been working with the tractor to another location to pick up some fertilizer] when the accident occurred[]").