White and Williams LLP

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Subrogation By Insurer Against Insured

Certain exceptions may apply, and law is subject to change. Contact White and Williams LLP for additional information.

ALABAMA

"No right of subrogation can arise in favor of the insurer against its own insured, since by definition, subrogation exists only with respect to rights of the insured against third persons to whom the insurer owes no duty." Moring v. State Farm Mutual Auto. Ins. Co., 426 So.2d 810 (Ala. 1982) (prohibited subrogation in aftermath of single car accident, where same insurer covered driver and injured passenger under separate policies).

ALASKA

An insurer cannot subrogate against its own insured, or negligent third parties if that party is an additional insured under the policy for which payments were made. Graham v. Rockman, 504 P.2d 1351 (Alaska 1972). When claimant and tortfeasor are covered under the same policy, the insurer's payment of a loss cannot serve as a basis for subrogation against the tortfeasor. Baugh-Belarde Const. Co. v. College Utilities Corp., 561 P.2d 1211 (Alaska 1977). It is unsettled whether Alaska would apply the prohibition to subrogation against an insured covered under a separate liability policy. See, e.g., Maynard v. State Farm Mut. Auto. Ins. Co., 902 P.2d 1328 (Alaska 1995) (observing that all cases prohibiting subrogation against insureds involved subrogor and target covered by same policy).

ARIZONA

No right of subrogation can arise in favor of an insurer against its own insured since, by definition, subrogation exists only with respect to rights of the insurer against third persons to whom the insurer owes no duty. Industrial Indem. Co. v. Beeson, 647 P.2d 634 (Ariz. Ct. App. 1982).

ARKANSAS

An insurer may not subrogate against its own insured, or against a co-insured under the same policy, but when party claiming to be co-insured is merely a loss payee to which no liability coverage is afforded, subrogation is permitted. Dalrymple v. Royal-Globe Ins. Co., 659 S.W.2d 938 (Ark. 1983). See also Wal-Mart Stores, Inc. v. RLI Ins. Co., 292 F.3d 583 (8th Cir. 2002).

CALIFORNIA

When claimant and tortfeasor are covered under the same policy, the insurer's payment of a loss cannot serve as a basis for subrogation against the tortfeasor. Longoria v. Hengehold Motor Co., 191 Cal.Rptr. 439, 142 Cal.App.3d 1059 (1983); St. Paul Fire & Marine Ins. Co. v. Murray Plumbing & Heating Corp., 135 Cal.Rptr. 120, 65 Cal.App.3d 66 (1976). However, if the single policy does not cover the insured for a particular loss or liability, that party is open to subrogation. McKinley v. XL Speciality Ins. Co., 33 Cal.Rptr.3d 98, 131 Cal.App.4th 1572 (2005) (airplane renter who crashed plane open to owner's subrogation claim because owner's policy only covered her for liability to third parties). The anti-subrogation rule applies in the case of separate policies as well as in the case of single policies. Nat'l Union Fire Ins. Co. of Pitt., Pa. v. Engineering-Science, Inc., 673 F.Supp. 380 (N.D. Cal. 1987). If the defendant's policy does not cover the type of risk at issue, subrogation is permitted against the defendant. White v. Allstate Ins. Co., 1996 WL 601476 (9th Cir. 1996) (house painter with Allstate auto policy not protected from subrogation claim by Allstate, which coincidentally insured house which painter damaged).

COLORADO

An insurer cannot subrogate against its own insured, including implied co-insured parties covered by same policy. 1700 Lincoln Ltd. v. Denver Marble and Tile Co., Inc., 741 P.2d 1270 (Colo. App. 1987). Colorado recognizes the "no coverage" exception to the anti-subrogation rule. "If an insurer pays on behalf of one insured for damage caused by a second insured, under a policy that does not cover the second insured for the loss, the insurer may recover from the second insured by subrogation." Continental Divide Ins. Co. v. Western Skies Mgmt. Inc., 107 P.3d 1145 (Colo. App. 2004). An insurer may not subrogate against another insured where the amount sought to be recovered is in excess of the coverage provided. Id.

CONNECTICUT

Someone who has contributed to the payment of the premium of a policy of property insurance and who would have no reasonable expectation of subrogation is exempt from a subrogation claim. Allstate Ins. Co. v. Palumbo, 994 A.2d 174 (Conn. 2010) (unmarried cohabitant who negligently installed heat pump but who was long-term resident of house protected from subrogation even though not an insured). In Palumbo, the court made clear that "same-policy" subrogation was prohibited. In citing to Home Ins. Co. v. Pinski Bros., Inc., 500 P.2d 945 (Mont. 1972), the court hinted that separate-policy subrogation might also be prohibited, but it did not directly address the issue.

DELAWARE

No right of subrogation exists against the insured, co-insured, or where the wrongdoer is an insured under the same policy. Lexington Ins. Co. v. Raboin, 712 A.2d 1011 (Del. Super. Ct. 1998).

DISTRICT OF COLUMBIA

No case on point.

FLORIDA

An insurer cannot maintain a subrogation action against its own insured. Ins. Co. of N. Am. v. Nezelek, 480 So.2d 1333 (Fla. Dist. Ct. App.1985). This same protection will apply where a contract requires a policy holder to obtain an insurance policy for the benefit of a third party. Id.

GEORGIA

An insurer cannot subrogate against the insured or a co-insured. E. C. Long, Inc. v. Brennan's of Atlanta, Inc., 252 S.E.2d 642 (Ga. Ct. App. 1979).

HAWAII

No case on point.

IDAHO

An insurer may not bring a subrogation action against an alleged wrongdoer who is protected by the policy. Pendlebury v. Western Cas. and Sur. Co., 406 P.2d 129 (Idaho 1965).

ILLINOIS

Generally an insurer may not bring a subrogation action against its own insured or any person or entity who has the status of a co-insured under the insurance policy. Express contract terms may overcome the general rule. Dix Mut. Ins. Co. v. LaFramboise, 597 N.E.2d 622 (Ill. 1992). An insurer may subrogate against a target covered by a *different* policy issued by the insurer, as long as the target's policy limits are adequate. If the target's limits are inadequate, the subrogating carrier may have a conflict of interest. Benge v. State Farm Mut. Auto. Ins. Co., 697 N.E.2d 914 (Ill. App. Ct. 1998).

INDIANA

Subrogation by an insurer against an insured is prohibited on grounds of both basic equity principles and sound public policy; subrogation of this nature would produce costly litigation against the public's interest. S. Tippecanoe School Bldg. Corp. v. Shambaugh & Son, Inc., 395 N.E.2d 320 (Ind. Ct. App. 1979) (barring subrogation when subrogor and target covered by single policy). Subrogation against a subcontractor for property damage may be permitted where the subcontractor was not an intended insured under the subject policy. Ind. Erectors, Inc. v. Trustees of Ind. Univ., 686 N.E.2d 878 (Ind. Ct. App. 1997).

IOWA

An insurer cannot subrogate against its own insured if subrogor and target are both covered by the same policy. Conner v. Thompson Constr. & Development Co., 166 N.W.2d 109 (Iowa 1969).

KANSAS

An insurer cannot subrogate against its own insured if subrogor and target are both covered by the same policy. Western Motor Co., Inc. v. Koehn, 748 P.2d 851 (Kan. 1988).

KENTUCKY

Although there is no case directly on point, in Liberty Mut. Fire Ins. Co. v. Jefferson Family Fair, Inc., 521 S.W.2d 244 (Ky. 1975), the court held that a landlord's insurer could not subrogate against a tenant when the lease implied that the tenant would be an insured under the landlord's insurance policy.

LOUISIANA

An insurer cannot subrogate against its own insured if subrogor and target are both covered by the same policy. Olinkraft, Inc. v. Anco Insulation, Inc., 376 So.2d 1301 (La. Ct. App. 1979). When underwriters issue a policy covering an additional assured and waiving 'all subrogation' rights against it, they cannot recoup from the additional assured any portion of the sums they have paid to settle a risk covered by the policy, even on the theory that the recoupment is based on the additional assured's exposure for risks not covered by the policy. Lloyd's Syndicate 457 v. FloaTEC, L.L.C., 921 F.3d 508 (5th Cir. 2019). When insurer covers both subrogor and target under separate policies, legal doctrine of extinguishment by confusion, in which the qualities of creditor and debtor become merged in the same person, prevents action against target. Johnson v. Deselle, 596 So.2d 261 (La. Ct. App. 1992); Norris v. Allstate Ins. Co., 293 So.2d 918 (La. Ct. App. 1974); La. Civ. Code Ann. art. 1903.

MAINE

"[A]n insurer may not sue its own insured for damages covered under the policy." Willis Realty Assocs. v. Cimino Constr. Co., 623 A.2d 1287 (Me. 1993). However, if the policy issuing first-party benefits contains separate property and liability coverages, and if the defendant is insured only under the liability portion, subrogation may proceed. Philadelphia Indem. Ins. Co. v. Farrington, 37 A.3d 305 (Me. 2012).

MARYLAND

"[I]t has long been recognized that an insurer may not recover from its insured, or a co-insured, as subrogee." Rausch v. Allstate Ins. Co., 882 A.2d 801 (Md. 2005). However, whether a tenant is an insured on the landlord's policy is to be determined on a case-by-case basis. Id.

MASSACHUSETTS

An insurer "cannot recover by means of subrogation against its own insured." Peterson v. Silva, 704 N.E.2d 1163 (Mass. 1999). However, if the policy issuing first-party benefits contains separate property and liability coverages, and if the defendant is insured only under the liability portion, subrogation may proceed. Commerce Ins. Co. v. Empire Fire & Marine Ins. Co., 879 N.E.2d 1272 (Mass. App. Ct. 2008). In residential tenancies, subrogation is barred unless the lease specifically imposes liability on tenant for negligently caused fires. Peterson. In commercial tenancies, the parties' agreement must be examined to determine if the parties intended the tenant to be insured by the landlord's policy. Seaco Ins. Co. v. Barbosa, 761 N.E.2d 946 (Mass. 2002).

MICHIGAN

Generally, an insurer may not bring a subrogation action against its own insured Prestige Cas. Co. v. Mich. Mut. Ins. Co., 99 F.3d 1340 (6th Cir. 1996).

MINNESOTA

An insurer is statutorily prohibited from subrogating against another person insured for the same loss, by the same insurer, whether under the same policy or a different policy. M.S.A. § 60A.41; Ill. Farmers Ins. Co. v. Schmuckler, 603 N.W.2d 138 (Minn. Ct. App. 1999) (applying statute to two-policy situation); see RAM Mut. Ins. Co. v. Rohde, 820 N.W.2d 1 (Minn. 2012) ("no right of subrogation can arise in favor of an insurer against its own insured"). Courts have held that Minn. Stat. § 60A.41 wholly protects any party covered by the insurance policy at issue, even if that party is only partially covered under the policy. Depositors Ins. Co. v. Dollansky, 919 N.W.2d 684 (Minn. 2018)

MISSISSIPPI

Where single policy was issued to subrogor and target, subrogation against target may proceed if coverage of target is excluded. Hutson v. State Farm Fire & Cas. Co., 954 So.2d 514 (Miss. Ct. App. 2007) (in subrogating for damage paid to insured-wife, insurer may act against insured-husband who intentionally damaged house in divorce situation). In *dicta*, the Hutson court spoke approvingly of other, out-of-state cases applying the anti-subrogation rule in one- and two-policy situations, but distinguished the facts of those cases from the facts before it.

MISSOURI

An insurer cannot subrogate against its own insured when subrogor and target are covered by same policy. Factory Ins. Ass'n v. Donco Corp., 496 S.W.2d 331 (Mo. Ct. App. 1973). If a party is covered by the third-party liability portion of a policy, but not the property damage portion of the policy, an insurer can still subrogate for the property damages portion of the policy. Behlmann Pontiac GMC Truck, Inc. v. Harbin, 6 S.W.3d 891 (Mo. 1999).

MONTANA

No right of subrogation can arise in favor of an insurer against its own insured since, by definition, subrogation exists only with respect to rights of the insurer against third persons to whom the insurer owes no duty. Home Ins. Co. v. Pinski Bros., Inc., 500 P.2d 945 (Mont. 1972) (subrogation prohibited against target-insured to which insurer coincidentally issued a liability policy). This is true both as to the named insured and as to any party to whom coverage is extended under the policy terms; an additional insured is entitled to the same protection as the named insured. Truck Ins. Exchange v. Transport Indem. Co., 591 P.2d 188 (Mont. 1979). This rule also applies to subrogation when the subrogor and target are covered by the same policy. Continental Ins. Co. v. Bottomly, 817 P.2d 1162 (Mont. 1991).

NEBRASKA

No right of subrogation can arise in favor of an insurer against its own insured or coinsured for a risk covered by the policy, even if the insured is a negligent wrongdoer. Jacobs Eng'g Grp. Inc. v. ConAgra Foods, Inc., 917 N.W.2d 435 (Neb. 2018); see also Jindra v. Clayton, 529 N.W.2d 523 (Neb. 1995) (no subrogation against party which owned insured property as joint tenant). But see Allstate Ins. Co. v. LaRandeau, 622 N.W.2d 646 (Neb. 1991) (where single policy was issued to subrogor and target, subrogation against target may proceed if coverage of target is excluded because of arson). The anti-subrogation rule is limited to claims arising from the very risk for which the insured was covered by the insurer. Bacon v. DBI/SALA, 822 N.W.2d 14 (Neb. 2012). Rule may not apply to statutory workers' compensation subrogation. Id.

NEVADA

An insurer may not subrogate against its own insured. Safeco Ins. Co. v. Capri, 705 P.2d 659 (Nev. 1985) (landlord's insurer may not subrogate against tenant). "[A]n insurer may not subrogate against a co-insured of its insured." Lumbermen's Underwriting Alliance v. RCR Plumbing, Inc., 969 P.2d 301 (Nev. 1998) (where single policy was issued to subrogor and target, subrogation against target prohibited only if target's status as insured is explicitly stated in policy).

NEW HAMPSHIRE

No case directly on point. However, in the landlord-tenant arena, a landlord's insurer may not subrogate against a tenant, unless the lease expressly provides otherwise. Cambridge Mut. Fire Ins. Co. v. Crete, 846 A.2d 521 (N.H. 2004).

NEW JERSEY

Generally, an insurer may not bring a subrogation action against its own insurer unless the case involves the insureds' criminal wrongdoing. Ambassador Ins. Co. v. Montes, 388 A.2d 603 (N.J. 1978). Although no case is directly on point, in Universal Underwriters Group v. Heibel, 901 A.2d 398 (N.J. Super. App. Div. 2006), the court implied that an insurer may not subrogate when the subrogor and target are both covered by the same policy. In *dicta* in Cozzi v. Government Employees Ins. Co., 381 A.2d 1235 (N.J. Super. App. Div. 1977), the court found an insurer's subrogation against another insured, covered by a different policy, to be a "valueless right" intended to balance the carrier's books.

NEW MEXICO

Insurers may not bring subrogation actions against their own insureds. State ex rel. Regents of New Mexico State Univ. v. Siplast, Inc., 877 P.2d 38 (N.M. 1994) (subrogation prohibited against insured contractor whose negligence may have resulted in a loss to another co-insured covered by same builder's risk policy).

NEW YORK

Insurer has no right of subrogation against an insured covered by policy from which benefits were issued. Pa. Gen. Ins. Co. v. Austin Powder Co., 502 N.E.2d 982 (N.Y. 1986). However, the agreement between insured and potential co-insured must be examined to determine whether coverage was actually afforded the putative co-insured. Commerce & Indus. Ins. Co. v. Admon Realty, Inc., 562 N.Y.S.2d 655 (App. Div. 1990). Rule does not bar subrogation against a subcontractor insured under a builder's risk policy if the loss did not arise from the subcontractor's covered property. St. Paul Fire & Marine Ins. Co. v. FD Sprinkler Inc., 908 N.Y.S.2d 637 (App. Div. 2010). Rule also applies only to the extent of the limit of the common policy. Federated Dept. Stores, Inc. v. Twin City Fire Ins. Co., 807 N.Y.S.2d 62 (App. Div. 2006). Rule may bar recovery of subrogor's deductible. Stranz v. NYSERDA, 930 N.Y.S.2d 136 (App. Div. 2011). Where the same carrier issues property policy to subrogor and separate liability policy to target, subrogation is permitted. Fashion Tanning Co., Inc. v. Fulton County Elec. Contractors, Inc., 536 N.Y.S.2d 866 (App. Div. 1989).

NORTH CAROLINA

No case on point. In Atlantic Joint Stock Land Bank of Raleigh v. Farmers' Mut. Fire Ins. Ass'n of N.C., 166 S.E. 789 (N.C. 1932), the court, without explanation, held that an insurer compelled to pay its insured's mortgagee for a fire loss was not entitled to be subrogated to the mortgagee's rights and therefore could not recover the payment to the mortgagee from its insured.

NORTH DAKOTA

Insurer cannot subrogate against its own insured, nor anyone who holds the status of additional insured. American Nat. Fire Ins. Co. v. Hughes, 658 N.W.2d 330 (N.D. 2003). A subcontractor cannot obtain insured status under a builder's risk policy sufficient to invoke the anti-subrogation rule if the subcontractor was not expressly named as a co-insured under the policy. Tri-State Insurance Co. of Minnesota v. Commercial Group West, LLC, 698 N.W.2d 483 (N.D. 2005). To the extent that a policy expressly covers an unnamed subcontractor's property, the unnamed subcontractor is protected from subrogation only to the extent of the express coverage. Id.

OHIO

"No right of subrogation exists where the tortfeasor is also an insured under the policy which gives rise to the right of subrogation." Aetna Cas. & Sur. Co. v. Urban Imperial Bldg. & Rental Corp., 526 N.E.2d 819 (Ohio Ct. App. 1987).

OKLAHOMA

A co-insured is immune from liability on an insurer's subrogation claim. Travelers Ins. Companies v. Dickey, 799 P.2d 625 (Okla. 1990). With respect to landlord-tenant matters, an insurer may not subrogate against the tenant, who at law is deemed to be a co-insured of the landlord unless there is an express agreement between the landlord and the tenant to the contrary. Sutton v. Jondahl, 532 P.2d 478 (Okla. Civ. App. 1975).

OREGON

An insurer has no right to subrogation against its own insured. Koch v. Spann, 92 P.3d 146 (Or. Ct. App. 2004). Whether a tenant is an insured under a landlord's policy is to be determined from the parties' agreement and the facts of the case. Id.

PENNSYLVANIA

An insurer cannot recover by means of subrogation against its own insured. Remy v. Michael D's Carpet Outlets, 571 A.2d 446 (Pa. Super. 1990). Whether a tenant is the landlord's co-insured is determined by examining the parties' agreement and the policy. Id. Where the same carrier issued property policy to subrogor and separate liability policy to target, subrogation is prohibited. Fidelity and Guar. Ins. Underwriters, Inc. v. American Buildings Co., 14 F.Supp.2d 704 (M.D. Pa. 1998); Keystone Paper Converters, Inc. v. Neemar, Inc., 562 F.Supp. 1046 (E.D. Pa. 1983).

RHODE ISLAND

Although the Supreme Court of Rhode Island has not yet explicitly adopted the rule, Nationwide Prop. & Cas. Ins. Co. v. D.F. Pepper Cosntr., 593 A.3d 106 (R.I. 2013), federal courts in Rhode Island have adopted the rule. The federal courts state that where an insurer has paid a loss to one of the insureds under its policy, it cannot, as subrogee, recover from another of the parties for whose benefit the insurance was written even though the latter's negligence may have caused said loss, there being no design or fraud on his part. New Amsterdam Cas. Co. v. Homans-Kohler, Inc., 310 F.Supp. 374 (D.R.I. 1970).

SOUTH CAROLINA

An insurer cannot subrogate against its own insured, nor anyone who holds the status of additional insured. Aetna Cas. & Sur. Co. v. Security Forces, Inc., 347 S.E.2d 903 (S.C. Ct. App. 1986).

SOUTH DAKOTA

South Dakota should determine whether the anti-subrogation rule bars subrogation using a case-by-case approach. See Am. Family Mut. Ins. Co. v. Auto-Owners Ins. Co., 757 N.W.2d 584 (S.D. 2008).

TENNESSEE

No right of subrogation exists where the wrongdoer is also an insured under the same policy. Dattel Family Ltd. Partnership v. Wintz, 250 S.W.3d 883 (Tenn. Ct. App. 2007); Phoenix Ins. Co. v. Estate of Ganier, 212 S.W.3d 270 (Tenn. Ct. App. 2006); Miller v. Russell, 674 S.W.2d 290 (Tenn. Ct. App. 1984). If the first-party insurer also covers the target for the loss under a liability policy, subrogation is prohibited. Ganier.

TEXAS

An insurance company, having paid a loss to its named insured, may not subrogate against its own insured or a co-insured on same policy, but if policy does not expressly provide *liability* coverage to co-insured, subrogation may proceed against co-insured for damages in excess of the co-insured's insurable interest. McBroome-Bennett Plumbing, Inc. v. Villa France, Inc., 515 S.W.2d 32 (Tex. App. 1974). When subrogor and target are covered by different policies issued by same insurer, subrogation is permitted if target's liability policy would cover entire amount of damages. State Farm Mut. Auto Ins. Co. v. Perkins, 216 S.W.3d 396 (Tex. App. 2006). However, subrogation is barred when judgment leaves target exposed above liability policy limits. Stafford Metal Works v. Cook Paint and Varnish Co., 418 F.Supp. 56 (N.D. Texas 1976).

UTAH

An insurer may not recover against its own insured, or a co-insured under the policy. Bd. of Ed. of Jordan School Dist. v. Hales, 566 P.2d 1246 (Utah 1977); McEwan v. Mountain Land Support Corp., 116 P.3d 955 (Utah Ct. App. 2005).

VERMONT

An insurer cannot recover by means of subrogation against its own insured. The prohibition extends to co-insureds, both express and implied. However, agreement between subrogor and target must be examined to determine if target is co-insured under subrogor's policy. Travelers Indem. Co. of America v. Deguise, 914 A.2d 499 (Vt. 2006); Union Mut. Fire Ins. Co. v. Joerg, 824 A.2d 586 (Vt. 2003).

VIRGINIA

No right of recovery exists against a co-insured. Walker v. Vanderpool, 302 S.E.2d 669 (Va. 1983) (plaintiff which in contract with defendant represented it would obtain insurance to cover co-insured but failed to do so became insurer of defendant and thus cannot recover from defendant). See also Farmers Ins. Exchange v. Enterprise Leasing Co., 708 S.E.2d 852 (Va. 2011); Federal Ins. Co. v. Starr Elec. Co., 410 S.E.2d 684 (Va. 1991) (discussing anti-subrogation rule *per se* but neither adopting nor rejecting it) and Va. Heart Institute v. Northside Electric Co., 1982 WL 215281 (Va. Cir. Ct. 1982) (unpublished trial court opinion holding that while generally no right to subrogation can be asserted against an insured or co-insured, the parties' agreement

VIRGINIA (continued)

must be examined to determine whether coverage of co-insured was intended). The anti-subrogation rule does not apply to self-insurers. Farmers Ins. Exch. v. Enterprise Leasing Co., 708 S.E.2d 852 (Va. 2011).

WASHINGTON

No right of subrogation can arise in favor of an insurer against its own insured since, by definition, subrogation exists only with respect to rights of the insurer against third persons to whom the insurer owes no duty. Sherry v. Financial Indem. Co., 160 P.3d 31 (Wash. 2007). This rule extends to co-insureds – all those for whose benefit the insurance was written. General Ins. Co. of America v. Stoddard Wendle Ford Motors, 410 P.2d 904 (Wash. 1966). The parties' agreement must be examined to determine whether the subrogor and target intended the target to be covered for liability under the subrogor's policy. Western Washington Corp. of Seventh-Day Adventists v. Ferrellgas, Inc., 7 P.3d 861 (Wash. Ct. App. 2000). Insurer that issued separate policies to subrogor and target may not subrogate. Royal Exchange Assur. of America, Inc. v. SS President Adams, 510 F.Supp. 581 (W.D. Wash. 1981).

WEST VIRGINIA

No right of subrogation can arise in favor of the insurer against its own insured, since by definition subrogation arises only with respect to rights of the insured against third persons to whom the insurer owes no duty. Richards v. Allstate Ins. Co., 455 S.E.2d 803 (W.Va. 1995). An insurer may not subrogate against one to whom it has issued an applicable policy of liability insurance. Id.

WISCONSIN

The equitable nature of subrogation does not permit an insurer to exercise a right of subrogation against its own insured or an additional insured. First Nat. Bank of Columbus v. Hansen, 267 N.W.2d 367 (Wis. 1978). Subrogation against an insured is acceptable where the insured committed arson. Madsen v. Threshermen's Mut. Ins. Co., 439 N.W.2d 607 (Wis. Ct. App. 1989).

WYOMING

In the aftermath of an environmental loss which implicates an insured's property and liability insurance policies, a property insurer who has paid benefits may recover them from the liability insurer. Compass Ins. Co. v. Cravens, Dargen and Co., 748 P.2d 724 (Wyo. 1988) (permitting a property insurer to subrogate against its insured).

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