

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION THREE

KEN AND JANET ALLEN)	No. ED99111
)	
AND)	
)	
FRANKLIN QUICK CASH,)	
)	
Respondents,)	Appeal from the Circuit Court
)	of Franklin County
vs.)	
)	
CONTINENTAL WESTERN)	Honorable John B. Berkemyer
INSURANCE COMPANY,)	
)	
Appellants.)	FILED: April 30, 2013

Plaintiffs/Respondents, Ken and Janet Allen (the "Allens") and Franklin Quick Cash, L.L.C. (collectively, "Insureds"), sought damages for Defendant/Appellant's, Continental Western Insurance Company ("Continental Western"), refusal and failure to defend Insureds in an action arising out of the Allens' and Quick Cash's alleged wrongful repossession of an automobile from Stephanie Whipple. Both the Insureds and Continental Western filed motions for summary judgment, whereupon the trial court entered summary judgment in Insureds' favor.

REVERSED AND REMANDED.

Division Three Holds: The trial court erred in granting summary judgment in favor of Insureds, because the plain and unambiguous language of the Insurance Policy required there be a suit seeking to recover "property damage" caused by an "occurrence." Finding that the allegations pled in the Underlying Action cannot be construed as an "occurrence," Continental Western had no duty to defend Insureds in the Underlying Action as there was no potential or possible coverage afforded by the Insurance Policy.

Opinion by: Roy L. Richter, J.,
Robert G. Dowd, Jr., P.J., and Angela T. Quigless, J., concur

Attorneys for Appellant: Bethany K. Culp, Christopher M. Garcia
Attorneys for Respondent: Frederick H. Schwetye, Rachel Reagan-Purschke

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