

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

JASON L. RICE,

Respondent

v.

SHELTER MUTUAL INSURANCE COMPANY.

Appellant

DOCKET NUMBER WD69411

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: March 10, 2009

Appeal From:

Circuit Court of Johnson County, MO
The Honorable Joseph Paul Dandurand, Judge

Appellate Judges:

Division Three: Ronald R. Holliger, P.J¹, Lisa White Hardwick, and James Edward Welsh, JJ.

Attorneys:

Bernard T. Schmitt, Kansas City, MO
Lesley A. Renfro Wilson, Kansas City, MO

Counsel for Appellant,
Co-Counsel for Appellant,

Attorneys:

Eddie G. Dougherty, Kansas City, MO
J. Kirk Rahm, Warrensburg, MO

Counsel for Respondent.
Co-Counsel for Respondent.

¹ Judge Holliger was a member of this court at the time the case was argued; however, he has subsequently retired from the court and did not take part in the outcome of this case.

**MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**JASON L. RICE, Respondent, v. SHELTER MUTUAL
INSURANCE COMPANY, Appellant**

WD69411

Johnson County

Before Division Three Judges: Holliger, P.J²., Hardwick, and Welsh, JJ.

Shelter Mutual Insurance Company appeals a grant of summary judgment against it and in favor of Jason Rice. The trial court found that limitations contained in several uninsured motorist policies, under which Rice was insured at the time of his accident, were void as against public policy and illusory because they reduced coverage where, as here, the insured received workers' compensation benefits for the same injury as that caused by the accident. On appeal, Shelter argues that no statute or public policy prohibits the limitations at issue and that the policy's uninsured motorist coverage is not illusory.

REVERSED AND REMANDED.

Division Three holds:

Although the Missouri Supreme Court has held that uninsured motorist provisions that could offset completely the amount of recovery by amounts received under workers' compensations statutes are void as against public policy, the provisions at issue here are not void because each guarantees the statutorily mandated minimum amount of coverage in all cases of compensable injury. To hold otherwise would directly contradict the express terms of the Motor Vehicle Financial Responsibility Law, which mandates specific minimum amounts of coverage. Nor is the policy illusory, as valuable consideration was exchanged in that Rice would have received up to the full policy limits if he had not received benefits under a "compensation law," as defined by the policy. Moreover, the policy presents no ambiguity of consequence to this case.

Opinion by: James Edward Welsh, J.

March 10, 2009

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THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.

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