

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

**JENNIFER ELDRIDGE,
APPELLANT,**

v.

**COLUMBIA MUTUAL INSURANCE COMPANY,
RESPONDENT.**

DOCKET NUMBER WD69444

DATE: November 12, 2008

Appeal From:
PETTIS COUNTY CIRCUIT COURT
THE HONORABLE ROBERT LAWRENCE KOFFMAN, JUDGE

Appellate Judges:
DIVISION TWO: SMART, P.J., HARDWICK and WELSH, JJ

Attorneys:
HARRY R. GAW, JR., ESQ., TIPTON, MO, **for appellant.**

SUSAN F. ROBERTSON, ESQ., and WADE H. FORD, JR., CO-COUNSEL,
COLUMBIA, MO, **for respondent.**

**MISSOURI APPELLATE COURT OPINION
SUMMARY**

COURT OF APPEALS -- WESTERN DISTRICT

JENNIFER ELDRIDGE,

APPELLANT,

v.

COLUMBIA MUTUAL INSURANCE COMPANY,

RESPONDENT.

WD69444

Pettis County

Before Division Two Judges: SMART, P.J., HARDWICK and WELSH, JJ.

Jennifer Eldridge appeals from a summary judgment ruling that denied coverage under an automobile insurance policy issued by Columbia Mutual Insurance Company. Eldridge contends the circuit court erred in granting summary judgment because the insurance policy was ambiguous in failing to define the term "driver."

AFFIRMED.

Division Two holds:

- (1) The designation of "driver" on the declarations page of an automobile insurance contract alone does not create coverage under the policy.

(2) The failure of the policy to define the term “driver” within the policy does not create an ambiguity requiring interpretation of the policy beyond its plain and ordinary meaning.

(3) The circuit court properly granted summary judgment in favor of Columbia Mutual Insurance Company because Eldridge was not entitled to coverage under the policy as a matter of law.

Opinion by: Lisa White Hardwick, Judge Date: November 12, 2008

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