

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

MONTE YAGER, JR.,

Appellant,

v.

**SHELTER GENERAL INSURANCE COMPANY and SHELTER MUTUAL
INSURANCE COMPANY,**

Respondents.

DOCKET NUMBER WD77868

Date: May 5, 2015

Appeal from:
Clinton County Circuit Court
The Honorable Richard B. Elliott, Judge

Appellate Judges:
Division Four: Alok Ahuja, C.J., Joseph M. Ellis, J. and Marco A. Roldan, Sp. J.

Attorneys:
James S. Manning, Harrisonville, MO, and Phillip S. Smith, Kansas City, MO for appellant
William C. Crawford, Michael S. Meyer, and James P. Maloney, Kansas City, MO for
respondent

MISSOURI APPELLATE COURT OPINION SUMMARY
COURT OF APPEALS -- WESTERN DISTRICT

MONTE YAGER, JR.

Appellant,

v.

**SHELTER GENERAL INSURANCE COMPANY and SHELTER MUTUAL
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On August 27, 2011, Skylar Trail struck and injured Monte Yager while driving a 1994 Honda Civic owned by her parents, Melvin and Tina Trail. Yager was riding a motorcycle.

The Civic was insured by Shelter General Insurance Company. The Civic policy was subject to a \$50,000 per-person limit of liability for bodily injury claims. Shelter paid Yager the full \$50,000 bodily injury limit of liability under the Civic policy.

Yager sought additional coverage under Shelter policies insuring *other* vehicles owned by Skylar Trail's family. Shelter denied coverage under the other Shelter policies, contending that the Civic was not the "described auto" under those other policies, and was not a "non-owned auto" because it was owned by Skylar's parents, who were "named insureds" under each of the other Shelter policies.

Yager filed an equitable garnishment action to seek recovery under the other Shelter policies. Following a bench trial on stipulated facts, the circuit court found in favor of Shelter, and denied Yager any recovery. Yager appeals.

AFFIRMED.

Division Four holds:

The other Shelter policies provide Skylar Trail with coverage for liabilities arising out of her use of the "described auto," and her use of any "non-owned auto." Yager does not contend that the Civic which was involved in the accident was a "described auto" under any of the other Shelter policies. Instead, he argues that the Civic was a "non-owned auto," because Skylar Trail did not own it.

As relevant here, the definition of a “non-owned auto” in the other Shelter policies *excludes* “an **auto owned** by any **insured** or a **resident** of any **insured’s** household.” This exclusion unambiguously excludes the Civic from the definition of a “non-owned auto.” The Civic was in fact “owned by any insured” – namely, by Skylar’s parents Melvin and Tina Trail. Although Skylar may be the relevant “insured” for purposes of obtaining coverage for the August 2011 accident, sub-paragraph (b) plainly states that a vehicle is not a “non-owned auto” if it is owned by “*any*” insured, not just by the insured seeking coverage.

Even if we focus on Skylar as the relevant insured, it is undisputed that Skylar’s parents are residents of Skylar Trail’s household. Because the Civic is “owned by a resident of [Skylar Trail]’s household,” it is excluded from the definition of a “non-owned auto” for this additional reason.

Before: Division Four: Alok Ahuja, C.J., P.J., Joseph M. Ellis, J. and Marco A. Roldan, Sp. J.

Opinion by: Alok Ahuja, Judge

May 5, 2015

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