MISSOURI COURT OF APPEALS
WESTERN DISTRICT

TRUMAN MEDICAL CENTER, INC. d/b/a TRUMAN MEDICAL CENTERS,

Appellant,

v.

PROGRESSIVE CASUALTY INSURANCE COMPANY,

Respondent.

DOCKET NUMBER WD82762

Date: February 25, 2020

Appeal from:
Jackson County Circuit Court
The Honorable John M. Torrence, Judge

Appellate Judges:
Division Three: Lisa White Hardwick, P.J., and Alok Ahuja and Mark D. Pfeiffer, JJ.

Attorneys:
Brian J. Gordon and Connor J. Pace, Gower, for appellant
Brette S. Hart, Matthew W. Greenberg, Overland Park, KS for respondent

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

TRUMAN MEDICAL CENTER, INC. d/b/a TRUMAN MEDICAL CENTERS, Appellant,
v.
PROGRESSIVE CASUALTY INSURANCE COMPANY, Respondent.

WD82762 Jackson County

Before Division Three Judges: Lisa White Hardwick, P.J., and Alok Ahuja and Mark D. Pfeiffer, JJ.

Truman Medical Center, Inc., provided treatment to Ozell Lincoln after he was injured in an automobile accident caused by an unidentified motorist. Truman sent notice to Progressive Casualty Insurance Company, Lincoln's insurer, that Truman claimed a lien on any insurance benefits Progressive provided to Lincoln, for the unpaid medical expenses which Lincoln had incurred. After receiving Truman's lien notice, Progressive paid Lincoln $300,000 in uninsured motorist benefits to compensate him for his injuries. Progressive made no payment to Truman on its claimed lien.

Truman filed a petition in the Circuit Court of Jackson County against Progressive. Truman alleged that it had provided health care services to Lincoln relating to the accident, for which the reasonable and customary charges totaled $176,549.87. The petition alleged that none of the charges for Lincoln's medical treatment had been paid, and that Truman's hospital lien attached to the uninsured motorist benefits that Progressive had paid to Lincoln. The circuit court granted Progressive's motion for summary judgment, finding that Truman's lien did not reach the uninsured motorist benefits. Truman appeals.

AFFIRMED.

Division Three holds:

Truman argues that the circuit court erred in granting summary judgment because the material facts were disputed, and because the court relied on facts not alleged in Progressive's summary judgment motion. To the contrary, in its response to Progressive's summary judgment motion, Truman either expressly admitted, or

failed to controvert, each of the material facts on which the circuit court's summary judgment ruling depends.

Truman next argues that the circuit court misapplied the law because Truman's hospital lien attached to the uninsured motorist benefits that Progressive paid Lincoln. Section 430.235, RSMo only gives hospitals a lien against "any and all claims . . . which such injured person may have . . . against the person or persons causing such injury." Even if Missouri's hospital lien statutes are interpreted to grant a lien against insurance coverage, the statutory lien only extends to insurance coverage which insures *the tortfeasor*; it cannot be read to extend to uninsured motorist benefits provided by policies which insure *the injured party*. First-party coverage which insures the injured party cannot fairly be construed to fall within § 430.235's reference to "claims . . . which such injured person may have . . . against the person or persons causing such injury." The uninsured motorist coverage on which Progressive paid Lincoln is plainly first-party coverage, to which the hospital lien created by § 430.235 does not extend.

Opinion by: Alok Ahuja, Judge February 25, 2020

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