MISSOURI COURT OF APPEALS
WESTERN DISTRICT

ROBERT MORRIS,

Appellant

v.

GEICO CASUALTY COMPANY, ET AL.,

Respondents

DOCKET NUMBER WD83788

DATE: March 9, 2021

Appeal From:

Circuit Court of Clay County, MO
The Honorable David Chamberlain, Judge

Appellate Judges:

Division Three
Karen King Mitchell, Presiding Judge, Gary D. Witt, Judge, Anthony Rex Gabbert, Judge

---

Attorneys:

Richard L. Rollings, Jr., Camdenton, MO,
Counsel for Appellant

Attorneys:

John D. Cooney, Saint Louis, MO,
Counsel for Respondents

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

ROBERT MORRIS, Appellant,
v.
GEICO CASUALTY COMPANY, ET AL., Respondents

WD83788 **Clay County**

Before Division Three Judges: Karen King Mitchell, Presiding Judge, Gary D. Witt, Judge, and Anthony Rex Gabbert, Judge

Robert Morris appeals the circuit court's grant of summary judgment in favor of GEICO Casualty Company ("GEICO") on Morris's Second Amended Petition for Damages against Bradley Christopher and GEICO. Morris contends that the circuit court erred in granting summary judgment to GEICO on Morris's claim for vexatious refusal to pay, 1) when it found that the Ford Taurus that hit Morris's vehicle was neither an "uninsured motor vehicle" nor a "hit-and-run vehicle" as defined by the GEICO Policy, and 2) when it found that Morris's claims were barred by the doctrine of election of remedies.

AFFIRMED.

Division Three holds:

1) The circuit court did not err in granting summary judgment to GEICO on Morris's claim for vexatious refusal to pay when it found that the Ford Taurus that hit Morris's vehicle was neither an "uninsured motor vehicle" nor a "hit-and-run vehicle" as defined by the GEICO Policy. Reviewing GEICO's policy provisions as advocated by Morris and consistent with the requirements of Section 379.203, the vehicle was not a "hit-and-run vehicle" under GEICO's policy because the owner of the vehicle had been identified and, irrespective of whether the operator had been conclusively identified at the time of the demand, Morris was alleging operator negligence by the owner and the owner's policy was providing coverage for operator negligence.

2) The circuit court did not err in granting summary judgment to GEICO when it found that Morris's claims were barred by the doctrine of election of remedies. It was Morris's summary judgment request for uninsured motorist benefits after he settled his claim of operator negligence with Bradley Christopher that the circuit court found barred by the election of remedies. Morris has now abandoned his claim that he was entitled to both the settlement proceeds and uninsured motorist benefits. Further, because we determined that the vehicle that collided with Morris did not qualify as an "uninsured motor vehicle" or "hit-and-run vehicle" under the GEICO Policy, and Section 379.203, RSMO cannot be

interpreted to require uninsured motorist coverage to Morris on the facts of Morris's case, Morris has no claim against GEICO for vexatious refusal to pay his demand for uninsured motorist benefits and, therefore, can recover no damages.

Opinion by: Anthony Rex Gabbert, Judge Date: March 9, 2021

* * * * * * * * * * * * * * * * *

THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED