IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COMPLETE TITLE OF CASE

COURTNEY JONES,

Respondent,

v.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.,

Appellant.

DOCKET NUMBER WD84018

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

DATE: August 24, 2021

APPEAL FROM

The Circuit Court of Jackson County, Missouri
The Honorable James F. Kanatzar, Judge

JUDGES

Division Three: Ardini, P.J., and Pfeiffer and Thomson, JJ. CONCURRING.

ATTORNEYS

Samuel M. Wendt and Nick Hillyard, Kansas City, MO, Attorneys for Respondent.

Susan Ford Robertson and J. Zachary Bickel, Kansas City, MO, Attorneys for Appellant.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COURTNEY JONES, Respondent,
v.
AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I., Appellant.

WD84018 **Jackson County**

Before Division Three Judges: Edward R. Ardini, Jr., Presiding Judge, and Mark D. Pfeiffer and W. Douglas Thomson, Judges

American Family Mutual Insurance Company, S.I. ("American Family") appeals from the Circuit Court of Jackson County, Missouri's ("trial court") entry of summary judgment in favor of Ms. Courtney Jones ("Jones") on her claim for additional uninsured motorist ("UM") benefits under two policies insuring two vehicles she was not driving at the time of her accident. The trial court found that the owned-vehicle exclusion in the policies was unenforceable because the policies were ambiguous and any such ambiguities must be construed against American Family as the drafter of the insurance policies.

In American Family's sole point relied on, it asserts that the trial court erred in granting summary judgment to Jones and in denying its cross-motion for summary judgment because the owned-vehicle exclusion and the minimum-financial-responsibility clause, when read together with all other applicable coverage provisions of the UM policies, unambiguously limits the UM coverage under the two policies insuring the two vehicles Jones was not driving at the time of her accident to the $25,000 per person minimum required by the Missouri Motor Vehicle Financial Responsibility Law ("MVFRL"). Therefore, American Family argues that stacked UM coverage is limited to a maximum total of $150,000 per person (*i.e.*, $100,000 of UM coverage from the policy insuring the car she was driving at the time of her accident and $25,000 apiece from the policies insuring the two vehicles she was not driving at the time of her accident).

REVERSED AND REMANDED WITH DIRECTIONS.

Division Three holds:

1. The trial court misapplied the law in ruling that the owned-vehicle exclusion was ambiguous and unenforceable. Consistent with case precedent interpreting similar and even identical owned-vehicle exclusion clauses, the owned-vehicle exclusion is unambiguous and enforceable when considered within the context of the policy. Accordingly, the policies insuring vehicles not involved in the accident each permit coverage up to the statutory minimum UM coverage limit of $25,000. Case precedent requires us to conclude that the insured should receive

the statutory minimum UM coverage required by the MVFRL on each vehicle owned by the insured, but not involved in the accident.

2. The trial court's judgment granting summary judgment to Jones is reversed, and the cause is remanded with directions that the trial court enter judgment in favor of American Family consistent with the relief sought in American Family's motion for summary judgment and consistent with our ruling today.

Opinion by: Mark D. Pfeiffer, Judge August 24, 2021

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