

MISSOURI COURT FINDS NO COVERAGE IN UNDERINSURED MOTORIST DISPUTE



**WATTERS WOLF
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In a case involving a complicated choice of law issue David Bub, Tyler Finnegan, and Augustus Hayes recently obtained summary judgment for their client, Cincinnati Insurance Company, on a UIM policy issued in Virginia to the plaintiff's employer. Plaintiff Louis Igert was in Missouri working for the Virginia based contractor when he was involved in an automobile accident with an allegedly underinsured motorist while driving a rental car leased by his employer. Plaintiff sued Cincinnati UIM benefits of \$500,000. There was an alleged ambiguity in the UIM policy with the declarations page listing only autos "owned" by the insured, but the body of the policy covered "all" vehicles. The WWBH

team took the position that there was no coverage because Plaintiff Igert was in a rental, and the policy declarations showed no coverage for rentals and that Virginia law applied rather than Missouri law. The law of Virginia holds that representations in the Declarations Page controls over the substantive policy terms so any conflict between the two is resolved by looking at the Declarations Page. The court agreed with the defense and applied Virginia law and since Virginia law holds the declaration page controls the court entered judgment for Cincinnati and there was no coverage. Had the court applied Missouri law as proposed by the plaintiff the opposite result would have ensued.



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