



## **Stacking Automobile Insurance Coverage**

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Overview: Section 379.203 of the Missouri Statutes requires that all motor vehicle policies in Missouri contain uninsured motorist coverage at a minimum of \$25,000 per person and \$50,000 per accident. The Missouri Supreme Court has determined that public policy requires that the insured have the benefit of each policy providing UM coverage that they paid for. Public policy generally does not apply to other types of auto coverages. Generally, you can't stack liability coverages. Most of the time you can stack Uninsured coverages. Most of the time you can't stack Underinsured coverage or Medical Pay coverage unless the insurance policy is worded poorly.

### **Liability Coverages**

You can't stack liability coverages if there is an anti-stacking clause in the policy. You probably can't stack liability coverage even without such a clause because public policy doesn't require it. *Mazzocchio v. Pohlman*, 861 S.W.2d 208 (Mo. App ED 1993).

### **Uninsured Coverage (UM)**

You can stack UM coverages where a named insured who paid the premium has more than one vehicle insured, whether on one policy or separate policies. *Cameron Mutual Insurance Company v. Madden*, 553 S.W.2d 538 (Mo. banc 1976).

You don't stack UM coverages on fleet vehicle policies where the insured is merely and occupant of the vehicle who did not pay the premium. *Linderer v. Royal Globe Insurance Company*, 597 S.W.2d 656 (Mo App. ED 1980).

Public Policy does not require that auto policies provide any UM coverage for occupants of insured vehicles other than named insureds and relatives residing in the same household. Therefore, it is possible to contract out of stacking for mere occupants of a vehicle. *Hines v. Government Employees Insurance Company*, 656 S.W.2d 262 (Mo. banc 1983).

Public policy does not require stacking of parents' UM coverages when children own their own cars and have their own UM coverage.

1) Son owned his own car which was separately insured from parents' vehicles so could not stack parents' policies which defined a covered relative to exclude one that owned a car. *Lair v. American Family Mutual Insurance Company*, 789 S.W.2d 30 (Mo. banc 1980).

2) Where evidence did not establish that son actually owned a car of his own the parents' policies could be stacked. *Lightner v. Farmers Insurance Company, Inc.*, 789 S.W.2d 487 (Mo banc 1980).

Public policy does not require the doubling of UM benefits because two uninsured motor vehicles contributed to cause the accident. *Tresner v. State Farm Mutual Automobile Insurance Company*, 957 S.W.2d 380 (Mo. App. WD 1998)(two alleged phantom vehicles caused the plaintiff to lose control of his car).



If policies are governed by others state's law, you may be able to enforce anti-stacking clause permitted by that other state. *South v. American Interinsurance Exchange*, 743 S.W.2d 421 (Mo. App. WD 1987)(Iowa law controlled policy even though accident happened in Missouri).

### **Underinsured Coverage (UIM)**

You can stack UIM coverages where the definition of UM includes UIM coverage. *Tegtmeyer v. Snellen*, 791 S.W.2d 737 (Mo App. WD 1990).

If the policy intertwines UM and UIM coverages to the point where there is an ambiguity you will be able to stack the UIM coverages. *Niswonger v. Farm Bureau Town & Country Insurance Company of Missouri*, 992 S.W.2d 308 (Mo. App. ED 1999)(UM and UIM lumped together as one coverage on dec page and single premium charged for both even though coverages defined and treated separately in policy).

It is permissible to contract to make UIM coverage excess over any other UM coverage. *Geneser v. State Farm Mutual Automobile Insurance Company*, 787 S.W.2d 288 (Mo. App. WD 1990).

It is permissible to contract to make UIM benefits reduced or eliminated by liability payments made by insured joint tortfeasor. *Lang v. Nationwide Mutual Fire Insurance Company*, 970 S.W.2d 828 (Mo. App. ED 1980).

Even if there are two separate policies and the UIM anti-stacking language appears clear, the "excess" clause in the "other insurance" section can make the otherwise clear anti-stacking language ambiguous so as to allow stacking. *Clark v. American Family Mutual Insurance Company*, 92 S.W.3d 198 (Mo. App. ED 2003).

A question that affects UIM stacking is whether you offset what is paid by the tortfeasor from total damages or from total UIM coverage. The answer depends on the offset language in the policy:

1) If an underinsured motor vehicle is defined as one that "provides limits less than the damages an insured person is legally entitled to recover" then you set off against total damages. *American Family Mutual Insurance Company v. Turner*, 824 S.W.2d 19 (Mo. App. 1991).

2) If an underinsured motor vehicle is "one with liability insurance with a limit less than the limit of liability for this coverage" then you set off against UIM limits. *Hopkins v. American Economy Insurance Company*, 896 S.W.2d 933 (Mo. App. WD 1995).

### **Medical Pay Coverage**



Med Pay coverages can be stacked where a separate premium has been charged and there is no clear and unambiguous anti-stacking clause. *Cameron Mutual Insurance Company v. Madden*, 533 S.W.2d 538 (Mo. banc 1976)

It is permissible to put explicit anti-stacking language into the med pay provisions of separate policies and avoid stacking. *Hempfen v. State Farm Mutual Automobile Insurance Company*, 687 S.W.2d 894 (Mo. banc 1985).

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