

Shelter Mutual Insurance Company v. Ramage

Case Number

S-19-0265

Case Audio

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Call Date

December 5, 2019

Case Time

9:00 AM

Court Number

Lancaster

Case Location

Lincoln

Court Type

District Court

Case Summary

S-19-0265 Shelter Mutual Insurance Company (Appellee) v. Bruce R. Ramage, in his official capacity as Director of the Nebraska Department of Insurance and Larry Freudenberg, and individual (Appellants)

Lancaster County District Court, Judge Jodi L. Nelson

Attorneys: Theresa D. Koller, Nathan D. Clark (Cline Williams Wright Johnson & Oldfather, LLP, for Appellee); George H. Moyer (Moyer & Moyer, for Appellants)

Civil: Declaratory judgment; Automobile liability insurance

Proceedings Below: On February 20, 2019, the trial court granted Appellee's motion for summary judgment as to Appellee's declaratory judgment claim and as to Appellant's breach of contract counterclaim. The trial court held that the language of Neb. Rev. Stat. § 60-310 is unambiguous and clear; therefore, the court interpreted the statutory language in accordance with its plain and ordinary meaning, and without reference to legislative history. The court further held that by its unambiguous and plain terms, Neb. Rev. Stat. § 60-310 only regulates the 25/50/25 coverage required by the Registration Act, specifying that the 25/50/25 coverage not only must be included in a policy, but that it cannot be excluded, limited, reduced, or altered pursuant to a household exclusion. Applying § 60-310 to the situation at bar, the court concluded that because the partial household exclusion in the Appellant's policy only reduced the higher liability coverage to the 25/50/25 coverage required under the Registration Act, it does not violate Neb. Rev. Stat. § 60-310 and is fully enforceable under Nebraska law. The court issued an order: i) declaring that the partial household exclusion contained in Appellant's Policy does not violate Neb. Rev. Stat. § 60-310; ii) declaring that Appellee paid Appellant the full amount to which he is entitled on his individual bodily injury claim under the policy; and ii) granting summary judgment in Appellee's favor on Appellant's counterclaim for breach of contract.

Issues: Whether the trial court erred by 1) sustaining the motion for summary judgment; 2) refusing to receive and consider the Legislative history of L.B. 316, Laws 2013; 3) construing the last sentence of §60-310 R.S.Supp. 2013 to apply only to the minimum limits of automobile liability insurance prescribed by the first sentence; 4) giving effect to and enforcing a partial household exclusion contained in Appellant's automobile liability insurance policy.

Schedule Code

SC
