UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Progressive Northwestern Insurance Company v. John R. Edwards, et al.

Progressive Northwestern Insurance Co. v. Edwards, No. 24-cv-4087-TC-BGS (D. Kan. Feb. 27, 2026) · No. 24-cv-4087-TC-BGS · Decided February 27, 2026

SUMMARY

The United States District Court for the District of Kansas grants Progressive Northwestern Insurance Company's motion for summary judgment and denies the Edwards' cross-motion in a declaratory judgment action concerning underinsured motorist benefits. Applying Kansas law, the court holds that K.S.A. § 40-284(b) and the policy require the Edwards' $300,000 UIM limit to be reduced by the $250,000 they recovered from the tortfeasor. The court concludes that Progressive's obligation is therefore limited to $50,000.

CASE DETAILS

COURT	United States District Court for the District of Kansas
WRITING FOR THE COURT	Toby Crouse
JURISDICTION	United States District Court for the District of Kansas
DECIDED	February 27, 2026
DOCKET	24-cv-4087-TC-BGS
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for summary judgment in Progressive's diversity action seeking a declaration of its obligation to pay underinsured-motorist benefits.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Each cross-motion is considered separately, with reasonable inferences drawn in favor of the party opposing the motion under consideration. Because the action was brought under diversity jurisdiction, the court applied Kansas substantive law.
PRECEDENTIAL VALUE	District court memorandum and order; persuasive authority only and not binding beyond the case.

TOPICS

uninsured motorist | insurance coverage | declaratory relief insurance | summary judgment | statutory interpretation

PRACTICE AREAS

insurance | civil procedure | contracts

QUESTIONS PRESENTED

1. Whether Kansas Statutes Annotated section 40-284(b) permits the insureds to recover the full $300,000 UIM policy limit in addition to the $250,000 recovered from the tortfeasor's insurer.
2. Whether the Progressive policy's reduction of UIM benefits by amounts recovered from the tortfeasor is consistent with Kansas law.
3. Whether either party was entitled to summary judgment.

HOLDINGS

1. Kansas Statutes Annotated section 40-284(b), as interpreted by O'Donoghue v. Farm Bureau Mutual Insurance Co., does not permit an insured to recover the entire UIM policy limit in addition to amounts recovered from the tortfeasor. The Edwards' $300,000 UIM limit was reduced by their $250,000 tortfeasor recovery, leaving $50,000 in UIM benefits.
2. The Progressive policy provision reducing UIM limits by amounts paid by or on behalf of the legally responsible tortfeasor is consistent with Kansas Statutes Annotated section 40-284(b) and controls the amount of benefits payable.
3. Progressive was entitled to summary judgment, and the Edwards were not, because the material facts were undisputed and governing Kansas law limited the Edwards' additional recovery to $50,000.

KEY QUOTATIONS

> *"The UIM policy language, consistent with K.S.A. § 40-284(b), reduces the Edwards' recovery by the amount they received from Nitch."* (Opinion at II)

> *"If the Edwards' contention were correct, they would recover a total of $550,000, which comprises $250,000 from Nitch and $300,000 from Progressive."* (66 P.3d at 827)

> *"O'Donoghue and E.H. show that UIM coverage ensures that the Edwards receive $300,000 either wholly from Nitch, wholly from Progressive, or combining their recovery from both."* (Opinion at III)

FACTUAL BACKGROUND

In October 2023, another driver negligently struck John and Carlene Edwards' vehicle in Kansas. The tortfeasor's insurer paid the Edwards $250,000, apportioned $50,000 to Carlene and $200,000 to John. The Edwards' Progressive policy provided $300,000 in combined-single-limit UIM coverage and reduced the limits by amounts paid by legally responsible parties; Progressive contended that the Edwards were therefore entitled to only $50,000 in additional benefits.

PROCEDURAL HISTORY

Progressive filed a declaratory-judgment action against its insureds, John and Carlene Edwards, concerning the amount of UIM benefits owed under an automobile insurance policy. Both sides moved for summary judgment. The court granted Progressive's motion and denied the Edwards' motion.

DISPOSITION

other

CASES CITED

- Adler v. Wal-Mart Stores, Inc., 144 F.3d 664 (10th Cir. 1998)
- Brown v. Perez, 835 F.3d 1223 (10th Cir. 2016)
- Allen v. Muskogee, Okla., 119 F.3d 837 (10th Cir. 1997)
- Scott v. Harris, 550 U.S. 372 (2007)
- Celotex Corp. v. Catrett, 477 U.S. 317 (1986)
- Savant Homes, Inc. v. Collins, 809 F.3d 1133 (10th Cir. 2016)
- Atl. Richfield Co. v. Farm Credit Bank Wichita, 226 F.3d 1138 (10th Cir. 2000)
- United States v. Dep’t of Health & Env’t, 162 F.4th 1238, 1247 (10th Cir. 2025)
- O'Donoghue v. Farm Bureau Mut. Ins. Co., 66 P.3d 822 (Kan. 2003)
- O'Donoghue v. Farm Bureau Mut. Ins. Co., 49 P.3d 22 (Kan. Ct. App. 2002)
- E.H. by & through Hemenway v. Auto. Club Inter-Insurance Exch., 447 P.3d 382 (Kan. Ct. App. 2019)
- Macon v. United Parcel Serv., Inc., 743 F.3d 708 (10th Cir. 2014)
- Erie R. Co. v. Tompkins, 304 U.S. 64 (1938)
- Schrock v. Wyeth, Inc., 727 F.3d 1273 (10th Cir. 2013)
- Finstuen v. Crutcher, 496 F.3d 1139 (10th Cir. 2007)
- Lovell v. State Farm Mut. Auto. Ins. Co., 466 F.3d 893 (10th Cir. 2006)