

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
MISSOURI

Carl Kossmeyer and Maria Kossmeyer v. State Farm Fire and
Casualty Co., et al.

Kossmeyer · No. 4:23CV1397 · Decided March 9, 2026

SUMMARY

The United States District Court for the Eastern District of Missouri denied State Farm's motion for summary judgment in an insurance dispute arising from fire damage to the plaintiffs' home. The court held that conflicting accounts concerning the parties' conduct, payments, repair arrangements, and the plaintiffs' election under the policy left unresolved factual issues precluding summary judgment.

CASE DETAILS

COURT	United States District Court for the Eastern District of Missouri
WRITING FOR THE COURT	Henry Edward Autrey
JURISDICTION	United States District Court for the Eastern District of Missouri
DECIDED	March 9, 2026
DOCKET	4:23CV1397
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment in an insurance-contract action concerning fire damage to Plaintiffs' home. The court denied the motion.
STANDARD OF REVIEW	Summary judgment is proper under Federal Rule of Civil Procedure 56(a) only when there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. The moving party bears the initial burden; if that burden is met, the nonmoving party must identify specific facts supported by evidence showing a genuine dispute for trial.
PRECEDENTIAL VALUE	Unknown; unpublished federal district court opinion

TOPICS

- summary judgment
- insurance coverage
- waiver
- breach of contract
- civil procedure

PRACTICE AREAS

insurance coverage

civil procedure

contracts

QUESTIONS PRESENTED

1. Whether State Farm was entitled to summary judgment on Plaintiffs' insurance-contract claims based on its contention that Plaintiffs waived their election to have the fire damage repaired.
2. Whether the record showed no genuine dispute of material fact concerning the parties' conduct, the payments, and the alleged repair arrangement.

HOLDINGS

1. Summary judgment was inappropriate because the record did not clearly establish the absence of genuine disputes of material fact.
2. The alleged waiver and related insurance-contract issues could not be resolved on summary judgment because material factual issues remained.

KEY QUOTATIONS

“The record before the Court does not clearly establish there are no genuine disputes of material fact.”

“Factual issues remain unresolved. As such summary judgment is not appropriate.”

“Accordingly, IT IS HEREBY ORDERED that Defendant’s Motion for Summary Judgment, [Doc. No.45], is DENIED.”

FACTUAL BACKGROUND

A fire damaged Plaintiffs' home on June 21, 2021, while Plaintiffs held a State Farm insurance policy. The policy allowed Plaintiffs, in the event of partial fire damage, to elect either payment for the damage or repair of the property. Plaintiffs initially requested repairs, but State Farm later issued two checks payable to Plaintiffs and the mortgagee; Plaintiffs contended that State Farm failed to enter into a proper repair contract. State Farm contended that Plaintiffs failed to allow its contractor access to the property and thereby waived their policy election.

PROCEDURAL HISTORY

Plaintiffs alleged that their home was damaged by fire while insured under a State Farm policy and that State Farm failed to honor their election to have the property repaired. State Farm asserted that Plaintiffs waived that election by failing to allow the contractor access to the property. On Defendant's motion for summary judgment, the court found unresolved factual conflicts and denied the motion.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- City of Mt. Pleasant, Iowa v. Associated Elec. Co-op., Inc., 838 F.2d 268, 273 (8th Cir. 1988)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249 (1986)
- Herring v. Canada Life Assur. Co., 207 F.3d 1026, 1029-1030 (8th Cir. 2000)
- Allen v. Entergy Corp., 181 F.3d 902, 904 (8th Cir. 1999)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986)
- Crossley v. Georgia-Pac. Corp., 355 F.3d 1112, 1114 (8th Cir. 2004)
- Davidson & Assocs. v. Jung, 422 F.3d 630, 638 (8th Cir. 2005)

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