SUPREME COURT OF IOWA

Simon Estes v. Progressive Classic Insurance Company

Simon Estes v. Progressive Classic Insurance Co., 809 N.W.2d 111 (Iowa 2012) · No. No. 09-1673 · Decided January 27, 2012

SUMMARY

The Supreme Court of Iowa reviewed an underinsured motorist benefits dispute between Simon Estes and Progressive Classic Insurance Company. The court held that the denial of Progressive's motion for summary judgment was not reviewable after trial and that Estes's posttrial motion seeking a different interest-accrual date was untimely. It vacated the court of appeals decision, affirmed the judgment requiring payment of the $300,000 policy limit, reversed the modified interest award, and remanded.

CASE DETAILS

COURT	Supreme Court of Iowa
WRITING FOR THE COURT	Wiggins, Justice; All justices except Mansfield, J.
JURISDICTION	Iowa
DECIDED	January 27, 2012
DOCKET	No. 09-1673
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Progressive appealed after the Iowa District Court entered judgment for Estes in an underinsured-motorist action and later modified the judgment to calculate interest from the date Estes filed the underlying tort action. The Iowa Court of Appeals affirmed, and the Supreme Court of Iowa granted further review.
STANDARD OF REVIEW	Review of the interpretation of the Iowa Rules of Civil Procedure is for correction of errors at law. An order denying summary judgment after the case proceeds to trial is not reviewable as such; the issues must instead be reviewed on the trial record and any motion for directed verdict.
PRECEDENTIAL VALUE	Published Iowa Supreme Court opinion; precedential
PARTIES	Progressive Classic Insurance Company v. Simon Estes

TOPICS

uninsured motorist · appellate procedure · summary judgment · preservation of error · prejudgment interest

PRACTICE AREAS

insurance · civil procedure · appellate procedure · torts

QUESTIONS PRESENTED

1. Whether an order denying an insurer's motion for summary judgment is reviewable after the case proceeds to trial.
2. Whether Progressive preserved its challenges to the policy's consent-to-settlement and exhaustion provisions when it appealed only the denial of summary judgment and did not provide a trial transcript showing that it raised those issues after trial.
3. Whether Estes timely filed his motion to modify the judgment and change the date from which postjudgment interest accrued.
4. Whether the district court properly awarded interest from the date Estes filed the underlying tort action rather than from the date he filed the action against Progressive.

HOLDINGS

1. An order overruling a motion for summary judgment is not reviewable when the district court found a genuine issue of material fact and the case proceeded to final trial. The issues raised in the summary-judgment motion may instead be reviewed on the trial record and any motion for directed verdict.
2. The court would not review Progressive's arguments concerning the consent-to-settlement and exhaustion provisions because Progressive appealed only the denial of summary judgment and failed to provide a record showing that it raised and preserved those issues after the case proceeded to trial.
3. Estes's motion to modify the judgment was untimely because it was filed more than ten days after entry of the original judgment awarding interest, and Progressive's timely motion for a new trial did not toll the deadline for Estes to file a separate posttrial motion raising a new ground.
4. The district court erred by modifying the judgment to award interest from the date Estes filed the underlying tort action. The judgment must calculate interest from the date Estes filed his petition against Progressive, as stated in the original interest award.

KEY QUOTATIONS

> *"An order overruling a motion for summary judgment is a nonreviewable order when the district court finds a genuine issue of material fact exists and the case proceeds to final trial."* (slip op. at 5)

> *"Consequently, Estes's motion to modify the judgment was untimely, and the district court should not have considered it."* (slip op. at 10)

FACTUAL BACKGROUND

Simon Estes was injured when another customer drove into the tire center at Sam's Club. Estes settled with the driver, Rivers, for $231,449 and with Sam's Club for $75,000, obtaining Progressive's consent to the settlement with Rivers but not the settlement with Sam's Club. Estes then sought underinsured-motorist benefits under his Progressive policy, which provided coverage up to $300,000. The jury determined that Estes's accident-related damages were $1,189,486.11.

PROCEDURAL HISTORY

The district court denied Progressive's motion for summary judgment, and the case proceeded to trial solely on damages. The jury found damages of $1,189,486.11, and the district court entered judgment for the $300,000 underinsured-motorist policy limit plus interest from the date Estes sued Progressive. Although Estes filed his motion to modify the judgment after the ten-day posttrial-motion deadline, the district court granted it and recalculated interest from the date of the underlying tort action. The court of appeals affirmed, but the Supreme Court of Iowa vacated that decision, affirmed the policy-limit award, reversed the revised interest award, and remanded.

DISPOSITION

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reversed_and_remanded
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REMAND INSTRUCTIONS

Vacate the Iowa Court of Appeals decision. Affirm the portion of the district court judgment requiring Progressive to pay its $300,000 underinsured-motorist limit. Reverse the portion awarding interest from the date Estes filed the underlying tort action, and remand for the district court to enter judgment with interest running from the date Estes filed his petition against Progressive, as provided in the original interest award.

CASES CITED

- Klooster v. N. Iowa State Bank, 404 N.W.2d 564, 567 (Iowa 1987)
- In re Marriage of Johnson, 781 N.W.2d 553, 556 (Iowa 2010)
- Lindsay v. Cottingham & Butler Ins. Servs., Inc., 763 N.W.2d 568, 572 (Iowa 2009)
- Kiesau v. Bantz, 686 N.W.2d 164, 174 (Iowa 2004)
- Neuroth v. Preferred Cartage Serv., Inc., No. 05-0320, 2006 WL 2871997, at *3 (Iowa Ct. App. Oct. 11, 2006)
- Kapadia v. Preferred Risk Mut. Ins. Co., 418 N.W.2d 848, 852 (Iowa 1988)
- In re F.W.S., 698 N.W.2d 134, 135 (Iowa 2005)
- Alvarez v. IBP, Inc., 696 N.W.2d 1, 4 (Iowa 2005)
- City of Sioux City v. Freese, 611 N.W.2d 777, 779 (Iowa 2000)
- Cownie v. Kopf, 199 Iowa 737, 739, 202 N.W. 517, 518 (1925)
- Julian v. City of Cedar Rapids, 271 N.W.2d 707, 708 (Iowa 1978)
- Mitchell v. Heaton, 227 Iowa 1071, 1073, 290 N.W. 39, 40 (1940)
- Sowden & Co. v. Craig, 20 Iowa 477, 478 (1866)