

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE**

DENNIS ARMON, SR.,	)	
	)	
Plaintiff(s),	)	
	)	
vs.	)	CASE NO. 1016-CV38265
	)	
UNITED FINANCIAL CASUALTY	)	DIVISION 17
COMPANY d/b/a PROGRESSIVE	)	
INSURANCE COMPANY,	)	
Defendant(s).	)	

**AMENDED ORDER**

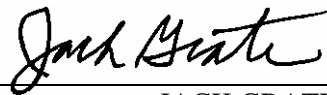
The Court's Summary Judgment Order, dated April 2, 2013, is amended as follows:

1. Paragraph 3 is amended to read: *Defendant argues that counts I, II, and V* should fail because the Progressive Commercial Auto Policy is unambiguous as a matter of law and should be enforced according to its to its terms.
2. Paragraph 5 is amended to read: *With regard to count III*, Missouri case law is unclear as to whether the stated value policy provision in RSMo. §379.160 applies to insurance policies where the loss is other than by fire.
3. Paragraph 6 is amended to read: *As to counts, I, II, and V*, while the terms of the policy might be found on their face to be unambiguous, the Court also has a responsibility to protect the expectation of the agreement, and in a form contract such as the Commercial Insurance Policy at issue, those expectations do not reside altogether in the words, ambiguous or unambiguous, but in the total transaction.

SO ORDERED.

4/5/13

DATE



JACK GRATE, Circuit Judge

**Certificate of Service**

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following: Martin Meyers, John Klamann and Brian Fries on 4/5/2013.

A handwritten signature in black ink, appearing to read 'C. R.', is written above a horizontal line.

Judicial Administrative Assistant/Law Clerk