

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0263**

Tyler Rentfrow,
Appellant,

vs.

West Bend Mutual Insurance Company,
Respondent.

**Filed November 28, 2022
Affirmed
Bryan, Judge**

Hennepin County District Court
File No. 27-CV-21-10099

Jeremy L. Brantingham, Brantingham Law Office, P.A., Minneapolis, Minnesota (for appellant)

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Considered and decided by Bryan, Presiding Judge; Jesson, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

BRYAN, Judge

Appellant challenges the district court's grant of summary judgment and dismissal of his uninsured motorist claims, asserting that a genuine issue of material fact exists regarding whether the car he collided with was uninsured. We conclude that there are no genuine issues of material fact and affirm the district court's summary judgment decision.

FACTS¹

In August 2020, appellant Tyler Rentfrow filed a civil lawsuit against respondent West Bend Mutual Insurance Company (West Bend) seeking uninsured motorist benefits in connection with a September 2014 car accident. The complaint alleged that the “accident was a direct result of the carelessness and negligence of the unknown driver of a vehicle which was uninsured.” West Bend moved for summary judgment, asserting that the vehicle was insured.

The accident in question occurred while Rentfrow was driving southbound on Interstate 35W in Minneapolis. According to Rentfrow, a truck driving in front of him suddenly slowed down and Rentfrow rear-ended the truck. Rentfrow described the truck as “a big Ford truck” that was “black” and “pretty souped up.” He described the driver as a woman in her “mid-20s to mid-30s.” Rentfrow alleges that he asked the driver of the truck for her insurance information but that she did not provide it and instead drove away from the scene of the accident. Before the truck drove away, Rentfrow wrote down what he believed was the truck’s Minnesota license plate number: 062-KYU. Rentfrow alleges that he sustained head, neck, back, and shoulder injuries as a result of the accident.

At the time of the accident, Rentfrow had a Wisconsin home-and-highway insurance policy issued by West Bend. The policy included uninsured motorist coverage. Pursuant to the policy, West Bend was obligated to “pay compensatory damages which the ‘insured’

¹ The following facts—which are undisputed unless otherwise noted—are taken from the exhibits accompanying the summary judgment pleadings, including Rentfrow’s deposition and the transcript of a statement that Rentfrow provided shortly after the accident.

is legally entitled to recover from the owner or operator of an ‘uninsured motor vehicle’ because of ‘bodily injury.’” The policy defines an “uninsured motor vehicle” in relevant part as a “land motor vehicle or trailer of any type” satisfying any of the five following criteria:

1. To which no bodily injury liability bond, policy or coverage form applies at the time of the accident.

2. To which a bodily injury liability bond, policy or coverage form applies at the time of the accident. In this case its limit for bodily injury liability must be less than the applicable minimum limits for bodily injury liability specified by the Financial Responsibility Law of Wisconsin.

3. Which is a hit-and-run vehicle whose owner or operator cannot be identified and which hits . . . [a] vehicle which you . . . are occupying . . .

4. To which a bodily injury liability bond, policy or coverage form applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

5. Which is a vehicle whose owner or operator cannot be identified and which causes an accident resulting in ‘bodily injury’ without hitting . . . [a] vehicle which you . . . [are] occupying . . . and . . . [t]he facts of the accident are corroborated by competent evidence that is provided by someone other than the ‘insured’ . . .

Rentfrow contacted West Bend shortly after the accident to pursue a claim regarding the accident. In doing so, he provided West Bend with the license plate number he wrote down for the truck involved in the accident: 062-KYU. Rentfrow also gave a verbal statement describing the accident. West Bend denied Rentfrow’s original uninsured motorist claim

in May 2015 on the grounds that there were no other witnesses to the accident and Rentfrow had a duty to drive with due care.²

During the course of the litigation, West Bend obtained a vehicle record for Minnesota license plate number 062-KYU.³ According to the vehicle record, an 88-year-old man, T.H., was the registered owner of a blue, Ford F150 pickup truck assigned Minnesota license plate number 062-KYU. The vehicle record also showed that this truck was insured at the time of the accident. In June 2021, West Bend sent Rentfrow several requests for admissions, asking him to admit, among other things, the following two facts: (1) he wrote down the license plate number 062-KYU at the scene of the accident; and (2) “attached as Exhibit B is a true and correct copy of a motor vehicle record showing that a Ford F150 pick-up truck with license plate 062-KYU was registered to a [T.H.]. The motor vehicle record further stated that [T.H.] had insurance with State Farm Mutual Auto Insurance Company.” Rentfrow admitted both facts. West Bend also asked Rentfrow to “state in detail all efforts taken to ascertain who the owner of the vehicle was and whether the vehicle is insured matching license plate 062-KYU.” Rentfrow responded that “[a]

² The record on appeal does not include a copy of Rentfrow’s original claim and West Bend’s denial of that claim, but the parties do not dispute that Rentfrow made the claim or that West Bend denied the claim on the bases that it could not corroborate Rentfrow’s account and that Rentfrow had a duty to drive with due care.

³ After Rentfrow filed this lawsuit against West Bend in 2020, West Bend filed a third-party complaint against another individual, P.W., because West Bend initially believed that P.W. was the registered owner the truck. The record is silent regarding why West Bend initially reached this conclusion. After obtaining the vehicle record showing that T.H. was the registered owner of the truck displaying Minnesota license plate number 062-KYU, the parties stipulated to dismissing P.W. from the lawsuit.

skip trace on the license plate number was done” and that he had also given the license plate number to West Bend.

These admissions formed the basis for West Bend’s motion for summary judgment. West Bend argued that there was no genuine issue of material fact as to whether the truck was uninsured because the truck involved in the accident displayed Minnesota license plate 062-KYU and the vehicle record showed that the truck with the license plate 062-KYU was insured by State Farm at the time of the accident. In response, Rentfrow argued that there was a genuine issue of material fact because he had only admitted that the vehicle record was a valid record for T.H.’s truck—not that T.H.’s truck was the truck involved in the accident. The district court granted West Bend’s motion for summary judgment, and Rentfrow appeals.

DECISION

Rentfrow argues that the record contains a genuine issue of material fact as to whether T.H.’s vehicle was the truck involved in the accident. Because the record cannot support a finding that the truck involved in the accident was a different vehicle than T.H.’s truck, we affirm the district court’s grant of summary judgment.

A grant of summary judgment is appropriate “if the movant shows that there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Minn. R. Civ. P. 56.01. “We review the grant of summary judgment de novo to determine whether there are genuine issues of material fact and whether the district court erred in its application of the law.” *Montemayor v. Sebright Prod., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). “In conducting this review, we view the evidence

in the light most favorable to the nonmoving party and resolve all doubts and factual inferences against the moving part[y].” *Fenrich v. Blake Sch.*, 920 N.W.2d 195, 201 (Minn. 2018) (quotation omitted). “[T]he moving party has the burden of showing an absence of factual issues.” *Montemayor*, 898 N.W.2d at 628 (quotation omitted).

A genuine issue of material fact exists “when reasonable persons might draw different conclusions from the evidence presented.” *Id.* at 628. However, “[s]peculative assertions are insufficient to create a genuine issue of material fact.” *Minnesota Sands, LLC v. County of Winona*, 940 N.W.2d 183, 197-98 (Minn. 2020), *cert. denied*, 141 S. Ct. 1054 (2021). When, as here, the defendant moves for summary judgment, the motion must be granted when the record lacks proof of “an essential element of the plaintiff’s claim.” *Lubbers v. Anderson*, 539 N.W.2d 398, 401 (Minn. 1995).

To ultimately prevail on his uninsured motorist claim, Rentfrow must establish at trial that he suffered an injury covered by the policy.⁴ “An uninsured motorist lawsuit is a contract cause of action,” *Miklas v. Parrott*, 684 N.W.2d 458, 462 (Minn. 2004), and “[g]enerally, the extent of an insurer’s liability is determined by its insurance contract with its insured,” *Hanbury v. Am. Fam. Mut. Ins. Co.*, 865 N.W.2d 83, 86 (Minn. App. 2015). Here, the policy obligated West Bend to pay certain damages arising from accidents involving an “uninsured motor vehicle.” The question, then, is whether there is a genuine

⁴ Although West Bend has the burden of showing an absence of fact issues on summary judgment, Rentfrow would bear the ultimate burden of proof at any trial regarding the uninsured motorist claim. See *Boedigheimer v. Taylor*, 178 N.W.2d 610, 614 (1970) (“It is axiomatic that the burden of proof rests upon the party claiming coverage under an insurance policy.”).

issue of material fact regarding whether the truck involved in the accident was an “uninsured motor vehicle” under the terms of the policy.⁵

The parties do not dispute the language or interpretation of the policy and Rentfrow makes no argument that T.H.’s truck was uninsured at the time of the accident.⁶ Instead, Rentfrow argues that there is a fact question as to whether T.H.’s truck was the truck involved in the accident. To support this argument, Rentfrow directs us to the fact that West Bend initially believed that P.W. was the truck’s registered owner as well as the following two discrepancies between Rentfrow’s account of the vehicle involved and the vehicle record: (1) the vehicle record shows that T.H. was an 88-year-man, but Rentfrow described the driver of the truck involved as a young woman; and (2) the vehicle record shows that the truck bearing Minnesota license plate 062-KYU was blue, but Rentfrow stated that he rear-ended a black truck. We are not convinced by these arguments for two reasons. First, throughout the litigation, Rentfrow has been consistent and certain that he accurately wrote down the license plate number of the truck involved in the accident and

⁵ The Minnesota Legislature has defined the terms “uninsured motor vehicle” and “uninsured motorist coverage” under the Minnesota No-Fault Automobile Insurance Act (no-fault act), Minn. Stat. §§ 65B.41-71 (2020). *See* Minn. Stat. § 65B.43, subds. 16, 18 (providing definitions); *see also* Minn. Stat. § 65B.49, subd. 3a (requiring motor vehicle owners to maintain minimum uninsured motorist coverage). We observe that parties are free to privately contract for insurance coverage in excess of these statutory minimums, *Hanbury*, 865 N.W.2d at 86, and neither party argues that the policy language conflicts with the statutory definitions. Thus, the language of the policy applies.

⁶ To the extent that portions of Rentfrow’s brief could be construed as an assertion that there is a question of fact regarding whether T.H.’s truck is insured, we disagree. Rentfrow admitted that the vehicle record was true and correct, and the record shows that T.H. had insurance with State Farm for the truck bearing Minnesota license plate 062-KYU.

that the license number for this truck was 062-KYU. Importantly, Rentfrow does not now argue that he incorrectly wrote down the license plate number at the scene of the accident.⁷

Second, neither the mistaken identification of P.W. by West Bend nor the discrepancies between the vehicle record and Rentfrow's descriptions support an inference that the truck involved was uninsured. The record does not include any explanation why West Bend initially identified P.W. as the registered owner of the truck. Likewise, the discrepancies do not support a reasonable inference that a truck other than T.H.'s truck was involved in the accident. Vehicles are frequently driven by people other than their registered owners,⁸ and descriptions of color can vary given the wide range of available automobile paint colors. Without more, the inferences that Rentfrow argues a juror would draw from these facts are too speculative to be reasonable.

In light of Rentfrow's previous statements, including their consistency and degree of certainty, no reasonable fact finder could conclude that the truck involved was a different truck than the one bearing Minnesota license plate number 062-KYU.

Affirmed.

⁷ The transcript of Rentfrow's 2014 statement refers to "062-AYU," but Rentfrow later clarified that he actually stated "062-KYU," and in Rentfrow's deposition, he confirmed that his original application for benefits contained the number 062-KYU. It thus appears that the 2014 transcript simply contains a typographical error.

⁸ While definitions 3 and 5 of "uninsured motor vehicle" in the policy include the phrase unidentified "owner or operator," Rentfrow makes no argument that a reasonable juror could conclude either definition is met. The third definition appears to apply only when an uninsured vehicle hits the insured's vehicle, and the fifth definition appears to apply only in the absence of a collision between the uninsured vehicle and the insured's vehicle. We need not interpret this language, however, given the arguments as they are presented. Instead, we need only determine whether a genuine issue of material fact exists regarding whether the truck with license plate 062-KYU was the truck that Rentfrow rear-ended.