

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1985**

James W. Honcik,
Appellant,

vs.

American Family Mutual Insurance Company, S.I.,
Respondent.

**Filed July 13, 2026
Reversed and remanded
Bratvold, Judge**

Clay County District Court
File No. 14-CV-25-808

Craig E. Johnson, Johnson, Mottinger & Greenwood, PLLP, Fargo, North Dakota (for appellant)

Matthew D. Lutz, American Family Mutual Insurance Company, S.I., Madison, Wisconsin (for respondent)

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Considered and decided by Larkin, Presiding Judge; Reyes, Judge; and Bratvold, Judge.

SYLLABUS

An uninsured motor vehicle under the Minnesota No-Fault Automobile Insurance Act (no-fault act), Minn. Stat. §§ 65B.41-.71 (2024), includes a motor vehicle for which no liability coverage is available because a tortfeasor is shielded by common-law official immunity.

OPINION

BRATVOLD, Judge

Appellant James W. Honcik was injured when a snowplow owned by Norman County and operated by a county employee collided with Honcik's car. Honcik sued the county for damages. The district court granted summary judgment in favor of the county based on common-law official immunity, and this court affirmed. *Honcik v. Norman County*, No. A23-1821, 2024 WL 3250561, at *1, *5 (Minn. App. July 1, 2024), *rev. denied* (Minn. Oct. 15, 2024). Honcik then sought uninsured motorist benefits under his automobile insurance policy with respondent American Family Mutual Insurance Company S.I. The parties filed cross-motions for summary judgment. The district court granted summary judgment in American Family's favor and denied summary judgment for Honcik, concluding that the snowplow was not an uninsured motor vehicle under the no-fault act. Honcik argues that the district court erred by ignoring the effect of common-law official immunity and the language of the no-fault act.

Because the county is shielded from tort liability for Honcik's injuries by common-law official immunity, we conclude that no liability coverage is in effect and that, therefore, the snowplow is an uninsured motor vehicle as that phrase is defined by the no-fault act and applicable caselaw. Thus, we reverse and remand.

FACTS

The following summarizes the undisputed facts drawn from the record on summary judgment. In February 2022, Honcik was injured when a snowplow drove through a controlled intersection without stopping and collided with Honcik's car. The snowplow

was owned by Norman County and operated by a county employee within the scope and course of his work as a snowplow operator. At the time of the collision, the county was self-insured through the Minnesota Counties Intergovernmental Trust (MCIT)¹ and Honcik was insured under an automobile policy issued by American Family that included uninsured motorist coverage.

In March 2022, Honcik notified the county of his tort claim for bodily injuries and other damages that he suffered “as the result of [the] snow plow/automobile collision.” An MCIT claims representative responded that MCIT “handles and investigates claims for [the county], and pays those claims for which the County is legally liable,” but the county was “not liable” for Honcik’s claim because of official and vicarious immunity.

Honcik sued the county, alleging that the collision and his damages were caused by the snowplow operator’s negligence. The district court granted summary judgment in favor of the county, Honcik appealed, and we affirmed. *Honcik*, 2024 WL 3250561, at *5. We determined that the snowplow operator “exercised judgment by weighing several factors and deciding that the best way to achieve his goal of effectively clearing the road was to proceed through the intersection without stopping.” *Id.* Because the county “afforded [the snowplow operator] this discretion,” we concluded that official immunity supported the district court’s grant of summary judgment in favor of the county. *Id.*²

¹ MCIT is a risk-sharing pool for members to self-insure against tort liability and is established under Minnesota Statutes sections 471.59, subdivision 1, and 471.981, subdivisions 1 and 3 (2024).

² It was undisputed that, if it applied, the snowplow operator’s official immunity extended to the county. *Honcik*, 2024 WL 3250561, at *2.

Honcik then sought uninsured motorist benefits under his own insurance policy. American Family denied Honcik's claim, and in March 2025, Honcik sued and sought a declaratory judgment that his American Family policy "provide[s] uninsured motorist benefits" for the snowplow collision. Honcik alleged that American Family "breached its contract to pay the limits of its uninsured motorist benefits" to Honcik, "MCIT denied coverage" through its assertion of immunity defenses, and the snowplow was an "uninsured vehicle" at the time of the collision. American Family answered Honcik's complaint, denying liability and asserting that the county was self-insured and did not deny liability coverage for Honcik's claim. American Family also asserted that the snowplow was not an uninsured motor vehicle.

The parties filed cross-motions for summary judgment. Among other evidence, Honcik submitted an affidavit of a Norman County attorney attesting that, in 2022, the county did not have coverage for torts from which it was shielded by official immunity. American Family countered that "[a]t all times the involved snowplow was an insured motor vehicle" and that the county's "successful assertion of a liability defense—common law official immunity—did not change the snowplow from an insured motor vehicle to an uninsured one." In support of its position, American Family submitted an email from a Norman County attorney who provided representation during Honcik's tort action and who averred that "there was never a coverage denial, but it was a liability denial based on the immunity defense."

In an order filed after a hearing, the district court determined that the county was self-insured through MCIT and that "there has never been a denial of liability coverage"

for the snowplow collision. The district court referred to correspondence involving the county, MCIT, and Honcik and concluded that the parties did not “deny the existence of liability coverage for the accident. All correspondence instead revolved around the assertion and denial of liability” for the collision. The district court emphasized that the county “was self-insured, and the snowplow was listed on the schedule of automobiles for liability coverage that was provided through MCIT. Therefore, the snowplow was not an uninsured motor vehicle.” Based on this reasoning, the district court granted summary judgment in favor of American Family and denied Honcik’s motion for summary judgment.

Honcik appeals.

ISSUE

Under the circumstances of this case, is the county’s snowplow an uninsured motor vehicle under the no-fault act?

ANALYSIS

The district court “shall grant summary judgment 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. On review of a summary-judgment decision, appellate courts determine “whether there are any genuine issues of material fact, and whether the [district] court erred in its application of the law.” *Travelers Indem. Co. v. Bloomington Steel & Supply Co.*, 718 N.W.2d 888, 893-94 (Minn. 2006) (quotation omitted). Appellate courts review these issues de novo. *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 77 (Minn. 2002). “When the parties file cross-motions for summary judgment, . . . they tacitly agree that there exist no genuine issues of material fact.”

Remodeling Dimensions, Inc. v. Integrity Mut. Ins. Co., 819 N.W.2d 602, 610 (Minn. 2012) (quotation omitted). On appeal from a grant of summary judgment, appellate courts may also review the denial of a motion for summary judgment based on a question of law. *See Schmitz v. Rinke, Noonan, Smoley, Deter, Colombo, Wiant, Von Korff & Hobbs, Ltd.*, 783 N.W.2d 733, 735 (Minn. App. 2010), *rev. denied* (Minn. Sept. 21, 2010).

The legislature enacted the no-fault act to, among other purposes, “relieve the severe economic distress of uncompensated victims of automobile accidents.” Minn. Stat. § 65B.42(1). The no-fault act provides the “statutorily prescribed minimum coverage,” and unless a policy provides greater protection, “the terms of the policy must be conformed to the provisions of the [no-fault act].” *Auto Owners Ins. Co. v. Perry*, 749 N.W.2d 324, 326 n.1 (Minn. 2008) (quotation omitted).

The no-fault act requires all motor-vehicle insurance policies to provide uninsured motorist coverage “for the protection of persons insured under that coverage who are legally entitled to recover damages for bodily injury from owners or operators of uninsured motor vehicles.” Minn. Stat. §§ 65B.43, subd. 18, .49, subd. 3a(1). Honcik’s American Family policy provides uninsured motorist coverage and defines uninsured motor vehicle.³

³ Honcik’s policy includes an endorsement for uninsured motorist coverage that provides American Family “will pay compensatory damages for bodily injury to an insured person who is legally entitled to recover from the owner or operator of an uninsured motor vehicle.”

Honcik’s policy defines “uninsured motor vehicle” as a motor vehicle that is “[n]ot insured by a bodily injury liability bond or policy at the time of the accident” or that is “[s]elf-insured or insured by a bodily injury liability bond at the time of the accident but the self-insurer or company denies coverage or is or becomes insolvent within one year after the accident.”

But the parties' briefs concentrate their arguments and analysis on the statutory definition of "uninsured motor vehicle." This appeal therefore addresses the "statutorily prescribed minimum coverage" under the no-fault act. *Perry*, 749 N.W.2d at 326 n.1.

The no-fault act defines "uninsured motor vehicle" as a motor vehicle "for which a plan of reparation security meeting the requirements of [the no-fault act] is not in effect." Minn. Stat. § 65B.43, subd. 16. Relatedly, the no-fault act defines "plan of reparation security" as "a contract, self-insurance, or other legal means under which there is an obligation to pay the benefits described in section 65B.49." *Id.*, subd. 15.

Honcik argues that the county's snowplow is an uninsured motor vehicle as defined in the no-fault act and that, therefore, the district court erred in granting summary judgment in favor of American Family and denying his motion for summary judgment. Honcik contends that the district court erred because it focused "exclusively on whether [the county] maintained a plan of reparation security, while ignoring the practical effect of governmental immunity and the statutory purpose of uninsured motorist coverage." Honcik argues that, "[b]ecause the tortfeasor in this case is protected by official and vicarious official immunity," no plan of reparation security is "in effect" and therefore the snowplow is an "uninsured motor vehicle."⁴

Honcik's policy includes other definitions of "uninsured motor vehicle" that encompass vehicles insured under policies with limits below statutory minimums and vehicles operated by hit-and-run drivers. In its order, the district court determined that the snowplow did not meet these other definitions. On appeal, Honcik does not challenge that aspect of the district court's decision.

⁴ Honcik also argues that the county's coverage through MCIT does not satisfy the requirements of the no-fault act because there is no "obligation to pay the benefits

Common-law official immunity shields “individual government actors” from personal liability for injuries caused by discretionary acts within the course of their official duties. *Kariniemi v. City of Rockford*, 882 N.W.2d 593, 599-600 (Minn. 2016) (quotation omitted).⁵ Generally, official immunity extends to the government vicariously. *Kariniemi*, 882 N.W.2d at 600 n.10.

It is undisputed that the county’s coverage through MCIT is not available for Honcik’s tort claims involving the snowplow because the county is shielded from liability based on common-law official immunity. Whether an uninsured motor vehicle includes a motor vehicle for which no liability coverage is available due to the tortfeasor’s common-law official immunity is a question of first impression and turns on whether the liability coverage is “in effect,” as provided in the relevant statutory definition. Minn. Stat. § 65B.43, subd. 16 (defining “uninsured motor vehicle” as a motor vehicle “for which a plan of reparation security meeting the requirements of [the no-fault act] is not in effect”).

described in section 65B.49” for claims barred by immunity. *See* Minn. Stat. § 65B.43, subd. 15. The Minnesota Association for Justice filed an amicus brief that also analyzed the no-fault act and the coverage provided by MCIT.

We need not reach this issue because we resolve the case based on the statutory definition of uninsured motor vehicle. Even so, it is undisputed that the vehicle schedule for coverage provided through MCIT includes the county’s snowplow.

⁵ Minnesota law also recognizes statutory immunity for government actors, including municipalities. Minn. Stat. §§ 466.01-.15 (2024); *see also Kariniemi*, 882 N.W.2d at 599 & n.8. The supreme court has “stressed the importance of distinguishing between” common-law and statutory immunity. *Kariniemi*, 882 N.W.2d at 599 (quotation omitted). Honcik’s lawsuit against the county was dismissed based on common-law official immunity. *Honcik*, 2024 WL 3250561, at *2-5. Thus, we do not consider whether a motor vehicle is uninsured under the no-fault act because liability coverage is unavailable due to statutory immunity.

Minnesota courts have considered other circumstances in which no liability coverage was available for a motor vehicle and concluded that it was an uninsured motor vehicle under the no-fault act. We therefore first examine existing caselaw that identifies similar circumstances, then analyze the issue before us. We ultimately hold that an uninsured motor vehicle under the no-fault act includes a motor vehicle for which liability coverage is unavailable because the tortfeasor is shielded by official immunity.

In *Oganov v. American Family Insurance Group*, the supreme court considered a suit for uninsured motorist benefits that was not commenced within six years of the collision and concluded that the lawsuit was timely. 767 N.W.2d 21, 23-24, 27 (Minn. 2009). In 1999, Oganov was injured in a collision involving his vehicle and a snowplow owned by his employer and operated by a coworker. *Id.* at 23. Oganov submitted a claim for damages to his employer's insurer, which denied the claim. *Id.*

In 2003, before Oganov's claim was resolved, a Pennsylvania court declared his employer's insurer insolvent. *Id.* In 2005, Oganov sought uninsured motorist benefits under his own policy. *Id.* Oganov's insurer made a settlement offer, which he rejected, and Oganov commenced suit against his insurer in 2006. *Id.* Oganov's insurer moved for summary judgment, and the district court concluded in part that the uninsured motorist claim accrued in 1999 at the time of the collision and therefore Oganov's claim was untimely under the applicable six-year statute of limitations. *Id.*

The supreme court disagreed and held that, "if a tortfeasor's insurer is judicially declared insolvent within six years of the date of the accident, a claim for uninsured motorist benefit accrues, and the limitations period begins to run, on the date the

tortfeasor's insurer is declared insolvent.” *Id.* at 27. The supreme court reasoned that, “in the event of an insurer's insolvency, the insurer's policy is no longer ‘in effect’ under Minn. Stat. § 65B.43, subd. 16, on the date that the court declares the insurer insolvent.” *Id.* The supreme court determined, therefore, that the lawsuit was timely because it was commenced within six years of the liability insurer's insolvency. *Id.*

In *Wilson v. State Farm Mutual Automobile Insurance Company*, the insurer denied uninsured motorist benefits to the estate of the insured victim, who was killed when her husband intentionally struck her with their car. 451 N.W.2d 216, 217-18 (Minn. App. 1990), *rev. denied* (Minn. Mar. 22, 1990). The district court granted summary judgment in favor of the insurer because (1) the insured's death was not caused by an accident, (2) the insured's death “did not arise out of the use of an uninsured motor vehicle for transportation purposes,” and (3) the insured's car “was not an uninsured motor vehicle pursuant to the policy's definition of uninsured motor vehicle.” *Id.* at 218. This court affirmed on the first issue, holding that the insured's death was not the result of an accident. *Id.* at 218-19. But in analyzing whether the car “was an uninsured motor vehicle” under the no-fault act, we concluded that “the [car] was indeed uninsured.” *Id.* at 219.

We specifically rejected the insurer's argument that “a plan of reparation security” was “in effect” under the no-fault act even though the husband's “intentional killing of [the insured], in reality, precluded available liability insurance benefits.” *Id.* We cited the supreme court's conclusion that, “as long as there is some insurance available to cover the vehicle at the time of the accident, the vehicle is not uninsured” under the no-fault act. *Id.* (citing *Sorbo v. Mendiola*, 361 N.W.2d 851, 853 (Minn. 1985)). Based on *Sorbo*, we

concluded that, “[c]onversely, if *no insurance is available to cover the vehicle*, as occurred in this case, the vehicle has no plan of reparation security in effect” and is therefore an uninsured motor vehicle. *Id.* (emphasis added).

Both *Oganov* and *Wilson* instruct our analysis of the issue on appeal. Although the central issue in *Oganov* was the accrual of an uninsured motorist claim for the statute of limitations, the supreme court’s underlying reasoning focused on whether liability coverage was “in effect.” As with the insolvency of a tortfeasor’s insurer, a tortfeasor’s common-law immunity means that the tortfeasor’s policy is no longer “in effect” as provided in the no-fault act’s definition of “uninsured motor vehicle.” *Oganov*, 767 N.W.2d at 27. Thus, we hold that an uninsured motor vehicle under the no-fault act includes a motor vehicle for which no liability coverage is available because a tortfeasor is shielded by common-law official immunity.

In other words, because the county is shielded by official immunity, “no insurance is available to cover” the county’s snowplow and thus “no plan of reparation security is in effect.” *Wilson*, 451 N.W.2d at 220. Therefore, although the county’s snowplow is covered through MCIT, no liability coverage is available for Honcik’s tort claim due to official immunity and the snowplow is an uninsured motor vehicle.

Our analysis is consistent with other jurisdictions that have considered a similar issue under their jurisdiction’s statutory minimum coverage for uninsured motor vehicles. In *Borjas v. State Farm Mutual Automobile Insurance Company*, the Colorado Court of Appeals held that uninsured motorist policies “must provide coverage for the protection of a motorist injured by the negligence of a driver who is immune from liability” under the

Colorado Governmental Immunity Act. 33 P.3d 1265, 1269 (Colo. App. 2001). The court reasoned that “[n]egligent drivers and their employers who are immune from liability . . . may not be financially irresponsible in the sense that they lack the ability to pay, but from the perspective of the injured innocent driver, the lack of legal responsibility has the same effect.” *Id.* at 1268; *see also Tinsley v. Worldwide Ins. Co.*, 442 S.E.2d 877, 879 (Ga. Ct. App. 1994) (holding that “it would defeat the intent and purpose of the [Uninsured Motorist] Act if the [insurer] were allowed to escape liability because of the [government] defendants’ discharge from the litigation under the doctrine of sovereign immunity”).⁶

American Family makes three arguments to persuade us that the snowplow is not an uninsured motor vehicle. First, American Family argues that, because the county’s coverage through MCIT meets the requirements of a “plan of reparation security” under the no-fault act, and because the snowplow is “listed on the schedule of [motor vehicles] for liability coverage that was provided through MCIT,” the snowplow is not an uninsured motor vehicle. But *Oganov* and *Wilson* teach that whether liability coverage complies with the no-fault act is a separate question from whether the coverage is available, or “in effect,” for a motor vehicle. The no-fault act’s definition of uninsured motor vehicle directs us to determine whether the snowplow’s coverage through MCIT is “in effect.” Here, liability

⁶ *Borjas* also collected cases from other jurisdictions that ruled for and against declaring uninsured motor vehicles to include those for which liability coverage is unavailable based on government immunity. 33 P.3d at 1268-69.

coverage for this snowplow collision is not “in effect” because the snowplow operator and the county are shielded by official and vicarious immunity.

Second, American Family reiterates that the “successful assertion of a liability defense—common law official immunity—did not transform the snowplow from an insured motor vehicle to an uninsured one.” We disagree for reasons already discussed. As with an insurer’s insolvency after an automobile collision or the denial of coverage based on policy language, the successful assertion of official immunity means that no liability coverage is “in effect” for the snowplow. Minn. Stat. § 65B.43, subd. 16.

Finally, American Family contends that our holding will mean that “every successful assertion of an immunity (or other liability) defense turns the allegedly at-fault vehicle into an uninsured motor vehicle.” American Family argues that this would be an “absurd and unreasonable interpretation of the no-fault Act” and would “improperly expand the scope of [uninsured motorist] coverage to beyond the specific circumstances the legislature has set forth.” We reject this argument for several reasons.

First, the no-fault act unambiguously states that an uninsured motor vehicle includes vehicles for which liability coverage is not “in effect.” Overcoming plain language with an absurdity argument is appropriate only in “exceedingly rare” cases. *Schatz v. Interfaith Care Ctr.*, 811 N.W.2d 643, 651-52 (Minn. 2012) (rejecting an absurdity challenge to a provision of the workers’ compensation statute). American Family has not shown that this is an “exceedingly rare” case.

Second, although the relevant provisions of the no-fault act are unambiguous, it is also true that the act is liberally construed to achieve its remedial purpose of relieving “the

severe economic distress of uncompensated victims of automobile accidents.” *Miklas v. Parrott*, 684 N.W.2d 458, 461-62 (Minn. 2004) (quoting Minn. Stat. § 65B.42(1) (2002)). Recognizing that an uninsured motor vehicle includes motor vehicles for which no liability coverage is available because of a tortfeasor’s official immunity is consistent with the no-fault act’s remedial purpose. *Id.* (interpreting an ambiguous phrase in the no-fault act in light of the act’s stated economic objective).

Third, existing caselaw recognizes that the definition of an uninsured motor vehicle includes those for which liability coverage has been lost because of insurer insolvency or denied under the liability policy’s terms. *See Oganov*, 767 N.W.2d at 27; *Wilson*, 451 N.W.2d at 220.⁷ The result here, therefore, is not absurd, unreasonable, or an improper expansion of uninsured motorist benefits because American Family is Honcik’s insurer and “should not be shielded” by the official immunity that protects the county. *Ronning v. Citizens Sec. Mut. Ins. Co.*, 557 N.W.2d 363, 365-66 (Minn. App. 1996) (holding that a government-vehicle exclusion in an underinsured motorist policy is void as violating public policy).

Fourth, the implications of our holding are not as broad as American Family suggests. Our conclusion that the snowplow involved in Honcik’s collision is an uninsured motor vehicle does not alter the no-fault act’s requirement that uninsured motorist coverage extend to claimants who are “legally entitled to recover damages” from the owner of the uninsured motor vehicle. Minn. Stat. § 65B.43, subd. 18 (defining “uninsured motorist

⁷ We also note that the definition of uninsured motor vehicle in the American Family policy incorporates elements similar to the holdings of *Wilson* and *Oganov*. *See supra* note 3.

coverage”). The supreme court has held that “legally entitled to recover damages” under the no-fault act is an ambiguous phrase and that “an insured need not prove he or she can actually recover from the insured.” *Miklas*, 684 N.W.2d at 461-62. Instead, “legally entitled to recover damages” under the no-fault act means that an insured “must establish fault and damages to be entitled to uninsured motorist benefits.” *Id.* at 463. The supreme court explained that precedent does not require a claimant to “satisfy all aspects of tort law” and that Minnesota has “never required that a plaintiff first establish liability in a tort action against the insured in order to be able to recover uninsured motorist benefits.” *Id.* at 462 & n.6.

American Family’s brief expressly acknowledges that it is *not* claiming that Honcik “is not ‘legally entitled to recover’ against [the county] for the accident as that phrase is used in the no-fault act” or the American Family policy. Thus, American Family’s concession obviates any requirement for Honcik to make the showing described in *Miklas* and the supreme court’s ruling remains applicable to other claims for uninsured motorist coverage.

DECISION

An uninsured motor vehicle under the no-fault act includes a motor vehicle for which no liability coverage is available due to common-law official immunity. Because the snowplow that collided with Honcik’s car has no liability coverage in effect based on the county’s official immunity, we reverse the grant of summary judgment for American

Family and the denial of summary judgment for Honcik and remand for further proceedings consistent with this opinion.

Reversed and remanded.