

**Unpublished Disposition**  
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NOTE: THIS OPINION WILL NOT BE PUBLISHED IN A PRINTED VOLUME. THE DISPOSITION WILL APPEAR IN A REPORTER TABLE.

United States Court of Appeals, Eighth Circuit.  
Kevin L. STEVENS; Bank of America, Conservator of the Estate of Samuel Jay  
Ramsey; Gail Ramsey; Kathryn Ramsey-Fogelbach, Appellees,

v.

IGF **INSURANCE** COMPANY, Appellant.

**No. 01-3745.**

Submitted April 15, 2002.

Filed April 23, 2002.

Appeal from the United States District Court for the Western District of Missouri.

Before [HANSEN](#), Chief Judge, [MCMILLIAN](#) and [FAGG](#), Circuit Judges.

[UNPUBLISHED]

PER CURIAM.

IGF **Insurance** Company issued an **automobile insurance** policy with a \$25,000 coverage limit to Kevin L. Stevens. Samuel Jay Ramsey was severely injured in an accident with Stevens. After IGF refused to settle for policy limits, a lawsuit was brought on Ramsey's behalf in Missouri state court. IGF defended Stevens at trial, and a jury awarded \$15 million to Ramsey. Stevens filed a notice of appeal, which is still pending. Stevens then asked IGF to file an appeal bond for the entire \$15 million judgment based on the policy's supplementary payments provision, which states, "In addition to our limit of liability, we will pay on behalf of an **'insured'**: .... Premiums on appeal bond [s] ... in any suit we defend." IGF refused, stating the policy does not require it to pay premiums for bond amounts that exceed policy limits. IGF paid the \$25,000 policy limits into the registry of the court, and Ramsey accepted it. Stevens later filed a state lawsuit seeking a declaratory judgment that his **insurance** policy requires IGF to pay the premium for an appeal bond covering