

FIRST REGULAR SESSION  
HOUSE COMMITTEE SUBSTITUTE FOR  
**HOUSE BILL NOS. 339 & 714**  
**99TH GENERAL ASSEMBLY**

0981H.02C

D. ADAM CRUMBLISS, Chief Clerk

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**AN ACT**

To repeal section 537.065, RSMo, and to enact in lieu thereof one new section relating to contracts limited to specified assets in the settlement of tort claims.

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*Be it enacted by the General Assembly of the state of Missouri, as follows:*

Section A. Section 537.065, RSMo, is repealed and one new section enacted in lieu thereof, to be known as section 537.065, to read as follows:

537.065. **1.** Any person having an unliquidated claim for damages against a tort-feasor, on account of **personal injuries**, bodily injuries, or death, **provided that, such tort-feasor's insurer or indemnitor has the opportunity to defend the tort-feasor without reservation but refuses to do so**, may enter into a contract with such tort-feasor or any insurer ~~[#]~~ **on his or her** behalf or both, whereby, in consideration of the payment of a specified amount, the person asserting the claim agrees that in the event of a judgment against the tort-feasor, neither ~~[he]~~ **such person** nor any **other** person, firm, or corporation claiming by or through him **or her** will levy execution, by garnishment or as otherwise provided by law, except against the specific assets listed in the contract and except against any insurer which insures the legal liability of the tort-feasor for such damage and which insurer is not excepted from execution, garnishment or other legal procedure by such contract. Execution or garnishment proceedings in aid thereof shall lie only as to assets of the tort-feasor specifically mentioned in the contract or the insurer or insurers not excluded in such contract. Such contract, when properly acknowledged by the parties thereto, may be recorded in the office of the recorder of deeds in any county where a judgment may be rendered, or in the county of the residence of the tort-feasor, or in both such counties, and if the same is so recorded then such tort-feasor's property, except as to the assets specifically listed in the contract, shall not be subject to any judgment lien as the result of any

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

18 judgment rendered against the tort-feasor, arising out of the transaction for which the contract  
19 is entered into.

20 **2. Before a judgment may be entered against any tort-feasor after such tort-feasor**  
21 **has entered into a contract under this section, the insurer or insurers shall be provided**  
22 **with written notice of the execution of the contract and shall have thirty days after receipt**  
23 **of such notice to intervene as a matter of right in any pending lawsuit involving the claim**  
24 **for damages.**

25 **3. The provisions of this section shall apply to any covenant not to execute, any**  
26 **contract to limit recovery to specified assets, or other similar contract, regardless of**  
27 **whether it is referred to as a contract under this section.**

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