IN THE COURT OF APPEALS OF IOWA

No. 0-568 / 10-0052
Filed September 9, 2010

APRIL M. UNDERWOOD f/k/a APRIL RUSSELL,
Plaintiff-Appellant,

vs.

ESTATE OF GREG D. MILLER,
By and through its Personal
Representative and Executor, SALLY J. MILLER,
Defendant-Appellee.

Appeal from the Iowa District Court for Marshall County, Carl D. Baker, Judge.

Plaintiff appeals after a defense verdict in this slip and fall premises liability case. **AFFIRMED.**

Brett J. Beattie of Beattie Law Firm, P.C., Des Moines, for appellant.

J. Scott Bardole of Law Office of Daniel P. Hanson, West Des Moines, for appellee.

Considered by Sackett, C.J., and Potterfield and Tabor, JJ.

POTTERFIELD, J.

At about 7:30 a.m. on February 6, 2007, April Underwood slipped and fell on a snow and ice covered parking lot owned by the defendant, the owner of Max Building in which Ms. Underwood worked. Upon the trial of her negligence action, Ms. Underwood testified the snow had stopped at the time she fell. However, other evidence tended to show that the snow continued until about 10:00 a.m.

The court instructed the jury in accordance with the general negligence standard for invitees and licensees as adopted in *Koenig v. Koenig*, 766 N.W.2d 635, 645-46 (Iowa 2009). The court also instructed the jury on the modification of the general duty to exercise reasonable care during ongoing storms stated in *Reuter v. Iowa Trust & Savings Bank*, 244 Iowa 939, 943, 57 N.W.2d 225, 227 (1953) (noting that "in the absence of unusual circumstances" a landlord "is permitted to await the end of the storm and a reasonable time thereafter to remove ice and snow from an outdoor entrance walk, platform, or steps"). The jury returned a verdict in favor of the building owner. On appeal, Underwood contends the *Koenig* factors are the exclusive test to be applied in negligence actions and the court's *Reuter* instruction constituted a misstatement of the law.

We review challenges to jury instructions for corrections of errors of law. *Koenig*, 766 N.W.2d at 637. The district court here made no such error.

Underwood reads *Koenig* too broadly. *Koenig* abrogated the common-law distinction between invitees and licensees and adopted a multifactored approach to define the general duty to exercise reasonable care. *See id.* at 645-46. *Koenig* did not overrule previously established legal standards modifying the

general duty to exercise reasonable care, nor did it devise exclusive factors for determinations of premises liability. *See Thompson v. Kaczinski*, 774 N.W.2d 829, 835 (Iowa 2009) (noting that general duty of reasonable care will apply in most cases, but can be displaced or modified where "an articulated countervailing principle or policy warrants denying or limiting liability in a particular class of cases"). *Reuter* expressed such an exception. 244 Iowa at 942-43, 57 N.W.2d at 226-27 (noting owner is not an insurer and that to require immediate removal of every deposit of snow requires extraordinary care and is unreasonable).

In light of the jury questions generated by the evidence as to whether and when the snow stopped, and the effect on the duty of the building owner, we conclude the court properly instructed the jury. Finding no error, we affirm.

AFFIRMED.