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Recent Developments: State Farm Mut. Auto. Ins. Co. v. Dehaan: A Victim Who Is Shot While Being Carjacked Is Not Entitled to Uninsured Motorist Benefits Because the Injuries Do Not Arise out of the Normal Use of a Vehicle

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RECENT DEVELOPMENT

STATE FARM MUT. AUTO. INS. CO. V. DEHAAN: A VICTIM WHO IS SHOT WHILE BEING CARJACKED IS NOT ENTITLED TO UNINSURED MOTORIST BENEFITS BECAUSE THE INJURIES DO NOT ARISE OUT OF THE NORMAL USE OF A VEHICLE.

By: Jennifer Brennan

The Court of Appeals of Maryland held that gunshot wounds sustained by an insured motorist while sitting in his car at a gas station do not arise out of the normal use of the vehicle, and therefore do not entitle him to uninsured motorist benefits. *State Farm Mut. Auto. Ins. Co. v. DeHaan*, 393 Md. 163, 900 A.2d 208 (2006). Basing its decision on an interpretation of section 19-509 of the Insurance Article, the Court deemed it necessary to demonstrate a causal relationship between the injury and actual use of the vehicle. *Id.*

On the night of January 28, 2001, around 11:15 p.m., Richard DeHaan ("DeHaan") was driving home from a Super Bowl party when he stopped at a gas station in Baltimore County. DeHaan was driving a 1989 Chevrolet Blazer which was insured by State Farm Mutual Insurance Company ("State Farm"). DeHaan exited the vehicle and left the keys on the driver's side floorboard while he went inside the convenience store. When DeHaan returned to his vehicle, there was a man sitting in the driver's seat. DeHaan opened the driver's side door and asked the man what he was doing. The intruder then shot DeHaan and drove off in the vehicle. DeHaan suffered extensive injuries from the gunshot wound and was unable to work for six months following the incident.

DeHaan's State Farm automobile insurance policy provided Personal Injury Protection ("PIP") benefits as well as uninsured motorist benefits which are required by statute. DeHaan submitted two claims for his injuries to State Farm; the first was for recovery under the PIP benefits and the second was for recovery under the uninsured motorist benefits. State Farm denied both claims.

DeHaan filed a complaint with the Circuit Court for Howard County. The circuit court granted summary judgment in favor of

DeHaan finding that the undisputed facts supported DeHaan's claims that he was entitled to the PIP and uninsured motorist benefits under his insurance policy. State Farm paid DeHaan the amount required under the PIP provision of the policy but appealed the trial court's decision regarding the uninsured motorist benefits. The Court of Special Appeals of Maryland upheld the trial court's decision in an unreported opinion. State Farm petitioned for a writ of certiorari which the Court of Appeals of Maryland granted.

The Court of Appeals of Maryland examined two issues. The Court addressed whether the lower courts erred in concluding that DeHaan's injuries arose out of the normal use of an automobile. The Court also addressed whether the lower courts erred in concluding that DeHaan was entitled to uninsured motorist benefits in light of the fact that the injuries arose solely from a gunshot wound.

The Court began by interpreting Maryland Code (1997, 2006 Rep. Vol.) section 19-509 of the Insurance Article. *State Farm*, 393 Md. at 170, 900 A.2d at 212. The Court noted that a court should ascertain the intent of the legislature when interpreting a statute. *Id.* (citing *Oaks v. Conner*, 339 Md. 24, 35, 660 A.2d 423, 429 (1995)). The Court should begin by interpreting unambiguous language in a statute according to the commonly understood meaning of the words. *State Farm*, 393 Md. at 170, 900 A.2d at 212 (citing *Chesapeake & Potomac Tel. Co. v. Dir. of Fin. for Mayor & City Council of Balt.*, 343 Md. 567, 683 A.2d 512 (1996)). However, if the language of the statute suggests that there could be more than one meaning that a reasonably prudent person would attach, then the language is ambiguous and must be interpreted by the court. *State Farm*, 393 Md. at 170, 900 A.2d at 212.

The Court examined two applicable subsections of the Maryland Code-- section 19-509(a)(1) and (c)(1). Subsection (a)(1) defines an uninsured motor vehicle as, "a motor vehicle, the ownership, maintenance, or use of which has resulted in the bodily injury or death of the insured." *State Farm,* 393 Md. at 171, 900 A.2d at 212. (quoting Maryland Code (1997, 2006 Rep. Vol.) section 19-509 of the Insurance Article). Subsection (c)(1) allows the insured to recover for bodily injuries if they were "'sustained in a motor vehicle accident arising out of the ownership, maintenance, or use of the uninsured motor vehicle.'" *State Farm*, 393 Md. at 171, 900 A.2d at 212. The statute did not define the word "use." *Id.* The Court determined that the word "use" in the statute was ambiguous and must be determined by looking to the intent of the legislature. *Id.*

DeHaan urged the Court to interpret the term "use" of the vehicle to apply when a gunshot is fired from a vehicle even if the engine is turned off. *Id.* at 176, 900 A.2d at 215. The Court disagreed with DeHaan and stated that such an interpretation would not be logical. *Id.* The Court determined that the legislature's intent was to protect Maryland residents from uninsured drivers. *Id.* The legislature intended for the uninsured motorist statute to cover only injuries sustained through the "actual use" of an uninsured vehicle. *Id.* Thus, the vehicle must be the instrument that causes the harm and the tort causing vehicle must not have sufficient liability insurance at the time of the incident. *Id.*

Although the uninsured motorist statute is liberally construed, DeHaan's interpretation would go beyond the legislature's intent. *Id.* at 176-77, 900 A.2d at 216. The Court infers from the amendments to the statute that the legislature had no intent of including situations where the vehicle was only "incidentally" related to the injuries. *Id.* The Court concluded that the statute was never meant to require insurance coverage to extend to all criminal activity connected to a vehicle. *Id.*

DeHaan argued that the shooting constituted a "use" under the statute because the gunman was seated inside the vehicle and had control of the vehicle at the time of the incident. *Id.* at 176, 900 A.2d at 215. However, the Court noted that discharging the firearm had nothing to do with the use of the vehicle as contemplated by the legislature. *Id.*

The Court looked to *National Indemnity Co. v. Ewing*, 235 Md. 145, 200 A.2d 680 (1964) to support its conclusion. *State Farm*, 393 Md. at 177, 900 A.2d 216. The Court in *Ewing* interpreted the "arising out of" language in section 19-509 to mean that a showing of a causal relationship between the vehicle and the injury is required. *Id.* In other words, the injury must have a "direct and substantial relation to the use or operation [of the vehicle]." *Id.* at 178, 900 A.2d at 217 (quoting *Merchants Co. v. Hartford Accident & Indem. Co.*, 188 So. 571 (1939)). If an event occurs that bears no substantial relation to the use of the vehicle, liability under an insurance policy no longer exists. *State Farm*, 393 Md. at 178-79, 900 A.2d at 217. Relying in part on *Ewing*, the Court in the instant case determined that the shooting did not have a direct or substantial relation to the use of the vehicle. *State Farm*, 393 Md. at 179, 900 A.2d at 217.

The Court looked to *Frazier v. Unsatisfied Claim & Judgment Fund Board*, 262 Md. 115, 117, 277 A.2d 57, 58 (1971), to further

define "arising out of," relative to the use of a motor vehicle. The Court in *Frazier* held that the uninsured vehicle had to have been actually used as a car at the time the injury occurred. *Id.* at 180, 900 A.2d at 218. The injury needs to be at least causally connected to the normal use of a vehicle before the insurance company is liable. *Id.* There must be a nexus between the injury suffered and the uninsured vehicle. *Id.* at 195, 900 A.2d. at 226. This nexus does not have to meet the proximate cause standard that is applicable in most tort cases. *Id.* However, it must be more than incidental. *Id.* In this case, the gunshot wound suffered by DeHaan was not causally connected to the normal use of the vehicle. *Id.* Even though the assailant was sitting in the car at the time of the shooting, the vehicle was merely incidental and played no role in the actual injuries suffered by DeHaan. *Id.* at 180, 900 A.2d at 218.

In *Webster v. Government Employees Insurance Co.*, 130 Md. App. 59, 744 A.2d 578 (1999), the Court of Special Appeals of Maryland looked at whether or not an injury sustained during an attempted carjacking arose out of the use of the vehicle. *State Farm*, 393 Md. at 185, 900 A.2d at 226. The court in *Webster* held that an attempted carjacking did not arise out of the use of the uninsured motor vehicle. *State Farm*, 393 Md. at 185, 900 A.2d at 226. The court in *Webster* reasoned that the victim's injuries were caused by the assault and were therefore not causally connected to the use of the vehicle. *State Farm*, 393 Md. at 185, 900 A.2d at 226. Webster was therefore not entitled to receive uninsured motorist benefits. *Id.* The Court in this case, concluded that the injuries DeHaan suffered were the result of a gunshot during a carjacking, much like in *Webster*, and did not result from the use of the vehicle. *State Farm*, 393 Md. at 185, 900 A.2d at 226. Therefore, DeHaan is not entitled to recover uninsured motorist benefits. *Id.* at 195, 900 A.2d at 227.

This decision by the Court of Appeals has narrowed the scope of the uninsured motorist statute. By clearly defining what the legislature meant by the term "use" of the vehicle, the Court has helped to avoid further ambiguity. If an individual wishes to recover uninsured motorist benefits, they will have to prove a nexus existed between the vehicle and the injury. This requires a plaintiff to be able to prove that not only was an uninsured vehicle involved, but if not for that vehicle, the injuries would never have occurred. This decision reduces the scope of insurance companies' liability by holding that they should not be liable for types of injuries that they cannot foresee.