

Scott Seaman Reviews \$5.2 Million Auto Insurance Coverage Dispute over Car Sex HPV Claim for Law360

In The News | 2 min read

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In a new *Law360 Insurance Authority* analysis, Scott Seaman reviews an insurance coverage case involving a \$5.2 million arbitration award for a woman who claimed she contracted HPV during sexual encounters in a policyholder's car. The Eighth Circuit will hear oral argument on the case on Wednesday, June 12.

Law360 Article Excerpt:

The notion that a policyholder and claimant can arbitrate a claim, agree to enforce any resulting judgment solely against an insurer, and then defer notifying the insurer until after a \$5.2 million award is rendered in favor of the claimant and without time to intervene in the action to confirm the award is “far-fetched,” said Scott M. Seaman, co-chair of Hinshaw & Culbertson LLP’s insurance practice. “Yet, this is precisely the background of the case being argued before the Eighth Circuit in the declaratory judgment action filed by the insurer,” said Seaman, who represents insurers.

Moreover, the Hinshaw & Culbertson partner said, the federal court’s summary judgment ruling “rests on proper principles of insurance contract interpretation and is amply supported by controlling Kansas law.”

For bodily injury to be covered, the policy, and long-standing Kansas law, requires that the injury arise out of the normal ownership, maintenance or use of an automobile, Seaman said, adding that “the mere fact that a vehicle is the location where an injury took place is not enough.”

Brauner and M.O. argue that the punctuation and spacing of the policy make it unclear whether bodily injury must arise out of the ownership, maintenance or use of an automobile; however, while the spacing of the policy may not be aesthetically pleasing, Seaman said that does not render the policy ambiguous. But “Auto policies are not general liability policies and only cover bodily injury that arises out of the normal use of a vehicle as a vehicle,” said Seaman. He added “[a]s the district judge recognized, the context and policy language do not support the argument that the policy is ambiguous.”

Seaman added: “The language of the policy and the premium charged could not support the scope of liability asserted by the claimant and policyholder.”

[Read the full article](#) (subscription may be required).

- “[8th Circ. To Mull If Geico Auto Policy Covers HPV Claim](#)” was published by *Law360 Insurance Authority* on June 6, 2024.

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