

SUPREME COURT OF IOWA

Wells v. Enterprise Rent-A-Car Midwest

690 N.W.2d 33 (Iowa 2004) · No. No. 03-0196 · Decided December 10, 2004

SUMMARY

The Supreme Court of Iowa affirmed judgment for Enterprise Rent-A-Car Midwest in a vicarious-liability action arising from injuries caused by fireworks that exploded inside a rented vehicle. The court held that Iowa Code section 321.493 requires damage to be done by the motor vehicle through the driver's negligence, and that injuries occurring in the vehicle but unrelated to its operation or condition did not satisfy that requirement. The court also concluded that submitting the issue to the jury did not prejudice the plaintiffs.

CASE DETAILS

COURT	Supreme Court of Iowa
WRITING FOR THE COURT	Carter, Justice
JURISDICTION	Iowa
DECIDED	December 10, 2004
DOCKET	No. 03-0196
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiffs appealed an adverse judgment entered on a jury verdict rejecting their vicarious-liability claim against Enterprise under Iowa Code section 321.493.
STANDARD OF REVIEW	Alleged jury-instruction errors are reviewed for correction of errors at law, and reversal requires prejudice. In a law action, factual findings supported by substantial evidence are binding on appeal.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Teondra L. Wells, Jahsiah Hardat, Douglas Wells, Tina Wells v. Enterprise Rent-A-Car Midwest

TOPICS

- vicarious liability
- statutory interpretation
- standard of review
- appellate procedure
- negligence

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Iowa Code section 321.493 requires plaintiffs seeking owner vicarious liability to prove that their damages were done by the motor vehicle, rather than merely resulting from the driver's negligence while operating the vehicle.
2. Whether the district court erred by submitting a special interrogatory asking whether the plaintiffs sustained damage done by the motor vehicle by reason of Whitaker's negligence.
3. Whether the rental agreement's prohibition on illegal use negated Enterprise's consent to Whitaker's use of the vehicle.

HOLDINGS

1. To impose owner vicarious liability under Iowa Code section 321.493, the claimed damages must be sufficiently related to the operation or condition of the motor vehicle; it is not enough that the injuries occur inside the vehicle while it is being driven.
2. The district court did not commit reversible error by submitting the interrogatory asking whether the plaintiffs sustained damage done by the motor vehicle by reason of Whitaker's negligence.

KEY QUOTATIONS

“The only facts which must be proven to render the statute applicable are 1) damage done by negligence of the driver, and 2) the owner’s consent to the driving.” (690 N.W.2d at 37)

“The fact that plaintiffs’ injuries occurred in the motor vehicle while it was being driven is not sufficiently related to the operation or condition of the vehicle so as to fall within the provisions of that statute.” (690 N.W.2d at 38)

FACTUAL BACKGROUND

Enterprise owned a Chevrolet Blazer rented by Tanya Whitaker under an agreement prohibiting use of the vehicle for an illegal purpose. After fireworks were purchased and stored in the vehicle, the fireworks exploded while Whitaker was driving with several passengers, seriously injuring Teondra Wells and Douglas Wells. The evidence disputed whether the fireworks were discharged from within the vehicle or thrown into it from the street. The jury found Whitaker partially liable but concluded that the injuries were not damage done by the motor vehicle within the meaning of Iowa Code section 321.493.

PROCEDURAL HISTORY

Plaintiffs sued Tanya Whitaker and Enterprise after fireworks exploded inside a rented vehicle and injured occupants. The jury found Whitaker twenty percent liable for plaintiffs' damages but answered that the damages were not done by the motor vehicle by reason of Whitaker's negligence. Based on that answer, the district court rejected the owner's vicarious-liability claim against Enterprise, and the Supreme Court of Iowa affirmed.

DISPOSITION

affirmed

CASES CITED

- Iowa Mutual Insurance Co. v. Combes, 257 Iowa 135, 131 N.W.2d 751 (1964)
- Briner v. Hyslop, 337 N.W.2d 858 (Iowa 1983)
- Stuart v. Pilgrim, 247 Iowa 709, 74 N.W.2d 212 (1956)
- Lanz v. Pearson, 475 N.W.2d 601 (Iowa 1991)
- Phillips v. Foster, 252 Iowa 1075, 109 N.W.2d 604 (1961)
- Levitt v. Peluso, 168 Misc. 2d 239, 638 N.Y.S.2d 878 (N.Y. Sup. Ct. 1995)
- Hughes v. National Car Rental Systems, Inc., 22 Conn. App. 586, 577 A.2d 1132 (1989)
- Sleeth v. Louvar, 659 N.W.2d 210 (Iowa 2003)
- Herbst v. State, 616 N.W.2d 582 (Iowa 2000)
- Beal Bank v. Siems, 670 N.W.2d 119 (Iowa 2003)