SUPREME COURT OF DELAWARE

State Farm Mutual Automobile Insurance Company and Nationwide Assurance Company (f/k/a Colonial Insurance Company of Wisconsin) v. Richard D. Buckingham, III

919 A.2d 1111 (Del. 2007) · No. No. 350, 2006 · Decided February 21, 2007

SUMMARY

The Supreme Court of Delaware held that injuries sustained when an unidentified motorist exited his vehicle and assaulted the insured did not arise out of the ownership, maintenance, or use of the uninsured motor vehicle. Applying the three-part test from Continental Insurance Co. v. Klug, the court concluded that the assault was an act of independent significance that broke the causal link, even though the vehicle transported the assailant to the scene and was involved in the events leading to the confrontation. The court reversed the Superior Court's grant of summary judgment for the insured.

CASE DETAILS

COURT	Supreme Court of Delaware
WRITING FOR THE COURT	Steele, Chief Justice; Holland, Justice; Berger, Justice; Jacobs, Justice; Ridgely, Justice
JURISDICTION	Delaware
DECIDED	February 21, 2007
DOCKET	No. 350, 2006
DISPOSITION	reversed
PROCEDURAL POSTURE	Appeal from a Superior Court judgment granting the insured's motion for summary judgment and denying the insurers' motions for summary judgment in an action seeking uninsured motorist benefits.
STANDARD OF REVIEW	Questions of law and construction of contracts are reviewed de novo.
PRECEDENTIAL VALUE	Published Delaware Supreme Court opinion; binding precedent in Delaware.
PARTIES	State Farm Mutual Automobile Insurance Company, Nationwide Assurance Company (f/k/a Colonial Insurance Company of Wisconsin) v. Richard D. Buckingham, III

TOPICS

uninsured motorist | insurance coverage | contract interpretation | contracts

PRACTICE AREAS

Insurance law | Contract law | Motor vehicle insurance

QUESTIONS PRESENTED

1. Whether Buckingham's injuries from an intentional assault by an unidentified motorist arose out of the ownership, maintenance, or use of an uninsured motor vehicle under the State Farm and Nationwide uninsured motorist policies.
2. Whether the Superior Court correctly applied the three-factor test from Continental Insurance Co. v. Klug.

HOLDINGS

1. Buckingham's injuries did not arise out of the ownership, maintenance, or use of the uninsured motor vehicle because the assailant's intentional and criminal assault was an act of independent significance that broke the causal link between the vehicle's use and the injuries.
2. Neither State Farm's nor Nationwide's uninsured motorist policy provided coverage for Buckingham's injuries.

KEY QUOTATIONS

> *"The three Klug factors are: (1) whether the vehicle was an "active accessory" in causing the injury—i.e., "something less than proximate cause in the tort sense and something more than the vehicle being the mere situs of the injury;" (2) whether there was an act of independent significance that broke the causal link between the use of the vehicle and the injuries inflicted; and, (3) whether the vehicle was used for transportation purposes."* (919 A.2d at 1113-14)

> *"The assailant intentionally and criminally caused the injury, independent of the use or operation of his truck."* (919 A.2d at 1116)

FACTUAL BACKGROUND

While Buckingham was stopped at a traffic light in a passenger's car, an unidentified man who had followed him in a pickup truck approached, opened Buckingham's door, and struck him with a metal object. The incident allegedly began after Buckingham operated his vehicle in a manner that caused rocks to strike the assailant's truck. The assailant's vehicle transported him to the scene, but he exited the vehicle before intentionally assaulting Buckingham, causing serious injuries including a fractured skull, cheekbone fracture, and detached retina.

PROCEDURAL HISTORY

Buckingham sued State Farm and Nationwide in the Superior Court of Delaware for uninsured motorist benefits after an unidentified motorist assaulted him. Following Rule 16.1 arbitration, Buckingham sought a trial de novo. All parties moved for summary judgment, and the Superior Court granted Buckingham's motion while denying the insurers' motions. The insurers appealed.

DISPOSITION

reversed

CASES CITED

- Continental Ins. Co. v. Klug, 415 N.W.2d 876 (Minn. 1987)
- Nationwide Gen. Ins. Co. v. Royal, 700 A.2d 130 (Del. 1997)
- Grand Ventures, Inc. v. Whaley, 632 A.2d 63, 66 (Del. 1993)
- Judge v. Rago, 570 A.2d 253, 255 (Del. 1990)
- Frank v. Horizon Assur. Co., 553 A.2d 1199, 1201 (Del. 1989)
- Dick v. Koutoufaris, 1990 WL 106182 (Del. Super. Ct.)
- Foss v. Cignarella, 482 A.2d 954 (N.J. Law Div. 1984)
- Nationwide v. Shumate, 63 F. Supp. 2d 745, 747 (S.D.W. Va. 1999)
- Cummings v. State Farm Mut. Auto. Ins. Co., 596 A.2d 1138, 1140 (Pa. Super. Ct. 1991)
- Day v. State Farm Mut. Ins. Co., 396 A.2d 3, 5 (Pa. Super. Ct. 1978)
- Hawkeye Sec. Ins. Co. v. Gilbert, 866 P.2d 976 (Idaho Ct. App. 1994)
- Lindsey v. Sturm, 436 N.W.2d 788, 790 (Minn. Ct. App.)
- Holm v. Mutual Serv. Cas. Ins. Co., 261 N.W.2d 598, 603 (Minn. 1977)
- Wieneke v. Home Mut. Ins. Co., 397 N.W.2d 597 (Minn. Ct. App. 1986)
- Edwards v. State Farm Mut. Auto. Ins. Co., 399 N.W.2d 95 (Minn. Ct. App. 1986)
- National Union Fire Ins. Co. v. Fisher, 692 A.2d 892, 896 (Del. 1997)
