

## GEICO Auto Policy Doesn't Cover STDs from Car Sex, Federal Judge Rules



GEICO has won a lawsuit seeking a declaratory judgment that its auto policy does not cover damages for a sexually transmitted disease contracted during car sex. In a March 10th opinion, U.S. District Judge Fernando J. Gaitan Jr. ruled that car sex does not constitute "use" of the vehicle as required by GEICO's insurance policy.

The case involved a policyholder, Martin Brauner, who contended that GEICO was responsible for paying damages to his sexual partner, identified as M.O., in the litigation. M.O. obtained a \$5.2 million arbitration award against Brauner in May 2021 for contracting human papillomavirus in his 2014 Hyundai Genesis.

GEICO sought a federal declaratory judgment after M.O. filed a petition in Missouri state court to affirm the \$5.2 million award. M.O. and Brauner had agreed before the arbitration that Brauner's insurers would pay any award rather than Brauner.

A state court had affirmed the arbitration award, but the Missouri Supreme Court overturned the decision in January. The state supreme court said GEICO should have been allowed to intervene before the trial judge ruled.

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The policy language at issue in the federal litigation reads:

"Under Section I, we will pay damages which an insured becomes legally obligated to pay because of:

1. Bodily injury sustained by a person, and:
1. Damage to or destruction of property arising from the ownership, maintenance, or use of the owned or non-owned auto."

Brauner and M.O. had contended that the language about using the auto only applies to property damage claims—not bodily injury claims. They noted that the policy has since been modified by paragraph spacing so that it reads:

"Under Section I, we will pay damages which an insured becomes legally obligated to pay because of:

1. Bodily injury sustained by a person, and:
1. Damage to or destruction of property, arising out of the ownership, maintenance, or use of the owned or non-owned auto."

However, Judge Gaitan rejected the argument by Brauner and M.O. and said that other policy provisions "do not support the idea that the policy is a general liability policy covering all bodily injuries caused by an insured, regardless of their connection with an automobile."

Gaitan then considered whether sex in a car constitutes covered vehicle use. Brauner had argued that sexual relations in a car are an everyday, foreseeable vehicle use. He pointed to an article in the *Journal of Sex Research* that reported on an anonymous survey of 195 men and 511 women at a small midwestern university.

However, Gaitan said he reviewed the article and "is dubious that such study stands for the broad proposition asserted by defendant Brauner that 50% or more of all American adults have engaged in such behavior."

"The court finds that consensual sexual relations inside a car do not constitute a 'use' of the automobile within the meaning of the subject policy," Gaitan said.

As a result of this decision, Brauner will be personally responsible for the \$5.2 million arbitration award to M.O. unless he can overturn the award in separate proceedings. This case highlights the importance of understanding the limitations of insurance policies and the need to review policy language carefully before signing up for coverage.