

THOUGHT LEADERSHIP

News

COURT SHOOS INSURED'S ARGUMENT THAT A DEER IS AN UNINSURED MOTORIST

Newsbrief

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The Houston Court of Appeals recently concluded that the insured's Uninsured/Underinsured Motorist Coverage provision did not cover his personal injuries resulting from a collision with a deer. In *Ayanbadejo v Goosby and Allstate Fire & Casualty Co.*, No. 14-20-00264-CV, 2022 WL 1671150 (Tex. App.—Houston, May 26, 2022, mem. op.), Ayanbadejo asserted personal injury coverage claims associated with his collision with a deer, contending that his claim was covered under his Uninsured/Underinsured Motorist Coverage. More particularly, he contended that a deer is analogous to an uninsured motorist, relying on a 96-year-old case, *Am. Auto. Ins. Co. v. Baker*, 5 S.W.2d 252 (Tex. Civ. App. 1928), in which the court concluded that an animal could be an "object" under the terms of the policy and determined that vehicle's property damage was covered. In response, Allstate moved for summary judgment, which the trial court granted.

On appeal, the Court began its analysis by noting that Ayanbadejo's arguments "affront reality, logic and convention, [and] are scattershot free-flowing accusations and ideas." The Court held that the Uninsured/Underinsured Motorist Coverage provision did not cover the deer collision. The Court reasoned that the policy only provided coverage when Ayanbadejo would be entitled to recover from "the owner or operator of an uninsured motor vehicle", and Ayanbadejo provided no proof to suggest any owner or operator of an uninsured motor vehicle was associated with the deer.