IN THE SUPREME COURT OF TEXAS

NO. 02-0069

TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY, PETITIONER

v.

JEFF A. STURROCK, RESPONDENT

ON PETITION FOR REVIEW FROM THE
COURT OF APPEALS FOR THE NINTH DISTRICT OF TEXAS

Argued on April 16, 2003

JUSTICE O'NEILL delivered the opinion of the Court, in which CHIEF JUSTICE PHILLIPS, JUSTICE JEFFERSON, JUSTICE SCHNEIDER and JUSTICE SMITH joined.

JUSTICE OWEN filed a dissenting opinion, in which JUSTICE HECHT, JUSTICE WAINWRIGHT and JUSTICE BRISTER joined.

In this case, an insured was injured when his foot became entangled with his truck's raised door facing while he was exiting the vehicle. We must decide whether his injury resulted from a "motor vehicle accident" for purposes of personal injury protection (PIP) coverage under his Texas standard automobile insurance policy. We hold that a "motor vehicle accident" occurs when (1) one or more vehicles are involved with another vehicle, an object, or a person, (2) the vehicle is being used, including exit and entry, as a motor vehicle, and (3) a causal connection exists between the vehicle's use and the injury-producing event. We conclude that the insured's injury here resulted from a "motor vehicle accident" within his policy's PIP coverage. Accordingly, we affirm the court of appeals' judgment.

I

Jeff Sturrock drove his truck to work, parked, and turned off the engine. While exiting the truck, he entangled his left foot on the raised portion of the truck's door facing. Sturrock injured his neck and shoulder in his attempt to prevent himself from falling from the vehicle. Sturrock filed a claim for PIP benefits under his vehicle's insurance policy, issued by Texas Farm Bureau.

The Texas Insurance Code requires that every automobile insurance policy issued within Texas provide PIP coverage, unless rejected by the insured. *See* TEX. INS. CODE art. 5.06-3(a). It is the public policy of Texas to provide injured occupants of the insured vehicle PIP benefits, up to the statutory maximum of $2,500, without regard to fault or nonfault of the insured. *See id*. art. 5.06-3(b), (c); *Unigard Sec. Ins. Co. v. Shaefer*, 572 S.W.2d 303, 308 (Tex. 1978). Sturrock's policy provides, in pertinent part:

> A. We will pay Personal Injury Protection benefits because of bodily injury:
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> 1. resulting from a *motor vehicle accident*; and
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> 2. sustained by a covered person.

(Emphasis added). Texas Farm Bureau does not dispute that Sturrock is a "covered person" under the policy, but denies that Sturrock's injuries resulted from a "motor vehicle accident" within the policy's PIP coverage.

Sturrock sued Texas Farm Bureau for breach of contract and violations of Article 21.21 of the Texas Insurance Code. Both parties filed motions for summary judgment. The parties then filed

an Agreed Statement of Facts, pursuant to Texas Rule of Civil Procedure 263,[1] and asked the trial court "to apply the law to these agreed facts and determine whether Sturrock's injuries resulted from 'a motor vehicle accident' within the meaning of the policy." The trial court held that, as a matter of law, Sturrock's injuries resulted from a "motor vehicle accident" covered by the policy's PIP provisions, and the court of appeals affirmed. 65 S.W.3d 763. We granted review to determine whether Sturrock's injuries resulted from a "motor vehicle accident" within the policy's PIP coverage.[2]

II

We construe insurance policies in Texas according to the rules governing contract construction. *Am. Mfrs. Mut. Ins. Co. v. Schaefer*, 124 S.W.3d 154, 157 (Tex. 2003); *Tex. Farmers Ins. Co. v. Murphy*, 996 S.W.2d 873, 879 (Tex. 1999). If policy language can be given a certain or definite legal meaning or interpretation, then it is not ambiguous and we construe it as a matter of law. *Schaefer*, 124 S.W.3d at 157; *Coker v. Coker*, 650 S.W.2d 391, 393 (Tex. 1983). Whether a contract is ambiguous is itself a question of law. *Schaefer*, 124 S.W.3d at 157; *Kelley-Coppedge,*

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[1] Texas Rule of Civil Procedure 263, entitled "Agreed Case," provides:

> Parties may submit matters in controversy to the court upon an agreed statement of facts filed with the clerk, upon which judgment shall be rendered as in other cases; and such agreed statement signed and certified by the court to be correct and the judgment rendered thereon shall constitute the record of the cause.

[2] Texas Farm Bureau argues that Sturrock is bound by his response to a Request for Admissions that "I was not involved in a 'motor vehicle accident,' but I was involved in an accident involving a motor vehicle." However, the Agreed Statement of Facts submitted to the trial court did not mention Sturrock's admission; rather, the parties stipulated that the Agreed Statement included "all the ultimate facts essential for determination of the claim" and that "[n]o other facts are relevant to the disposition of this claim." Rule 263 states that an Agreed Statement of Facts and the judgment constitute the record for the case. TEX. R. CIV. P. 263. Accordingly, we look to those sources to determine the question presented.

Inc. v. Highlands Ins. Co., 980 S.W.2d 462, 464 (Tex. 1998). An ambiguity does not arise simply because the parties offer conflicting interpretations of the policy language. *Schaefer*, 124 S.W.3d at 157; *Kelley-Coppedge*, 980 S.W.2d at 464. Rather, an ambiguity exists only if the contract is susceptible to two or more reasonable interpretations. *Schaefer*, 124 S.W.3d at 157; *Kelley-Coppedge*, 980 S.W.2d at 464.

Neither party contends that the term "motor vehicle accident" is ambiguous, although each asserts a different interpretation. We have held that the term "auto accident"[3] is not ambiguous. *Farmers Tex. County Mut. Ins. Co. v. Griffin*, 955 S.W.2d 81, 83 (Tex. 1997); *see also Aetna Life & Cas. v. Fed. Ins. Co.*, No. CIV.A.96-5995, 1997 WL 746189, at *4 (E.D. Pa. Nov. 26, 1997) (finding the term "auto accident" unambiguous despite parties' differing interpretations of the term); *Tyrrell v. Farmers Ins. Co. of Wash.*, 994 P.2d 833, 837-38 (Wash. 2000) (en banc) (concluding that term "motor vehicle accident" is not ambiguous); *Jordan v. United Equitable Life Ins. Co.*, 486 S.W.2d 664, 667 (Mo. Ct. App. 1972) (finding that the words "automobile accident" are not ambiguous and should be given their ordinary meaning). Accordingly, we construe the term "motor vehicle accident" as a matter of law.

III

Citing our decision in *Griffin*, Texas Farm Bureau argues that accidents like the one Sturrock experienced do not fit within the plain meaning of "motor vehicle accident" because the term

[3] In this context, the terms "auto accident," "automobile accident," and "motor vehicle accident" are interchangeable, as the parties assume. *See also* TEX. DEP'T OF INS. COMMISSIONER'S BULLETIN, No. B-0004-01 (Feb. 5, 2001) (stating that "auto policies and endorsements referring to 'an accident,' 'the accident,' 'motor vehicle accident,' or 'auto accident' mean the same as if the word 'occurrence' were substituted for the word 'accident.'").

requires some involvement between the covered motor vehicle and *another* vehicle, person, or object. *Griffin*, 955 S.W.2d at 83. Because Sturrock's accident did not involve another vehicle or person, Texas Farm Bureau contends, Sturrock's injuries did not result from a "motor vehicle accident." Conversely, Sturrock claims this Court has determined that a "motor vehicle accident" does not require a collision, and the incident at hand was a "motor vehicle accident" because the vehicle itself produced the injury.

As the parties' contentions indicate, this is not the first time we have examined the meaning of the term "motor vehicle accident" in a personal automobile liability insurance policy. In *Griffin*, an insured, James Royal, III, drove his vehicle while two passengers fired shots that hit and injured Griffin as he walked down the street. Royal's policy covered damages for which its insured became legally responsible "because of an auto accident." We stated that "'[t]he term "auto accident" refers to situations where one or more vehicles are involved with another vehicle, object, or person.'" *Id*. (quoting *State Farm Mut. Ins. Co. v. Peck*, 900 S.W.2d 910, 913 (Tex. App.–Amarillo 1995, no writ)). With this definition in mind, we held that State Farm had no duty to defend or indemnify its insured because "a drive-by-shooting [could not be transformed] into an 'auto accident'" under the policy. *Id.* at 84. Although this was the extent of our analysis, we relied on the court of appeals' decision in *Peck,* which reasoned that an accident is not an "auto accident" just because it takes place in or near an automobile; instead, "the automobile must, in some manner, be involved in the accident." *Peck*, 900 S.W.2d at 913.

We most recently addressed the meaning of the term "automobile accident" in *Mid-Century Insurance Co. of Texas v. Lindsey*, 997 S.W.2d 153 (Tex. 1999). There, Lindsey, a passenger in his

mother's car, was shot by a gun that accidentally discharged from an adjacent truck when a boy attempted to enter the cab through the rear window. Lindsey filed a claim under the uninsured/underinsured motorists (UM/UIM) provision of his mother's policy, which covered injuries resulting from "an accident" that "arise[s] out of the . . . use of the uninsured [or underinsured] motor vehicle." *Id.* at 155. Mid-Century denied the claim, arguing that under the policy the term "accident" meant "auto accident," as evidenced by the latter phrase's use throughout the policy – a more restrictive term than an accident that merely "arises out of" a vehicle's use. An "auto accident," Mid-Century claimed, requires a collision. We accepted the first part of Mid-Century's argument for purposes of our holding, but disagreed that the term "auto accident" required a collision or excluded occurrences like Lindsey's:

> Assuming that "auto accident" is a more restrictive term in the policy than "accident", and that a fair construction of the policy as a whole requires that the restriction be implied in the uninsured/underinsured motorist provision where it does not appear, we do not agree that the term excludes the occurrence here. . . . Nothing in [*Griffin* or *Peck*] suggests that an "auto accident" requires a collision . . . .

Id. at 155-56. We agreed with the trial court and the court of appeals that Lindsey's injury was caused by an "auto accident" under the policy. *Id.* at 156.

Recognizing that our holding in *Lindsey* would appear to support coverage for Sturrock's injuries, Texas Farm Bureau seeks to distinguish this case in three respects. First, Texas Farm Bureau argues that we should reject the above-quoted language as dicta. The dissenting justices similarly try to avoid *Lindsey*'s holding by stating that our discussion regarding the requirement of an "auto accident" was not the primary focus of the case and declaring that the discussion was not necessary to our decision. ___ S.W.3d at ___ (OWEN, J., dissenting). While the dissent is correct

that two separate issues were raised in *Lindsey* – namely whether there was an accident and, if so, whether the accident arose from the use of the vehicle – that the first issue did not receive the majority of our attention does not make it any less essential to the holding. We expressly premised our holding in *Lindsey* on the assumption that the policy required an "auto accident." *Lindsey*, 997 S.W.2d at 155-56. Thus, we did not simply determine that an accident had occurred, and our statement cannot be disregarded as dicta. *See Tex. Natural Res. Conservation Comm'n v. White*, 46 S.W.3d 864, 868 (Tex. 2001) (holding that the court's discussion of "motor-driven equipment" in *Schaefer v. City of San Antonio*, 838 S.W.2d 688, 693 (Tex. App.–San Antonio 1992, no writ), could not be disregarded as dicta because the court relied on the discussion to support its ultimate conclusion). We also note that the agency entrusted with promulgating and enforcing standard and uniform insurance policies, *amicus curiae* Texas Department of Insurance, agrees that *Lindsey* is indistinguishable and governs this case.[4]

Second, Texas Farm Bureau notes that *Lindsey* involved UM/UIM coverage, whereas the current dispute involves PIP coverage. Again, however, this argument is unpersuasive, as both UM/UIM and PIP insurance provisions provide no-fault coverage and courts therefore interpret them broadly. *See Stracener v. United Servs. Auto. Ass'n*, 777 S.W.2d 378, 382 (Tex. 1989) (holding that

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[4] The Attorney General's *amicus* brief, filed on the Texas Department of Insurance's behalf, states:

> [Texas Farm Bureau] unsuccessfully attempt[s] to distinguish *Lindsey* on the grounds that [Sturrock's] policy does not contain language like the policy in *Lindsey*, which required the injuries to "arise out of" the "use of a motor vehicle." . . . This Court, however, addressed that language only after first concluding that there was an "accident" within the definition of "motor vehicle accident." And it is the "accident" analysis in *Lindsey* that is material to this case. *Lindsey* is not rendered inapposite simply because [Sturrock] need not shoulder the additional burden of demonstrating that his injuries "arise out of the use" of the vehicle – though obviously they did. Even under *Lindsey*'s definition of "motor vehicle accident," PIP coverage exists for [Sturrock's] claim. (Citation omitted).

UM/UIM coverage "is to be construed liberally to give full effect to the public policy which led to its enactment"); *Unigard Sec. Ins. Co.*, 572 S.W.2d at 308 (noting that it is the public policy of the State that automobile policies include PIP benefits without regard to fault); *Ortiz v. State Farm Mut. Auto. Ins. Co.*, 955 S.W.2d 353, 356-57 (Tex. App.–San Antonio 1997, pet. denied) (stating that courts must interpret the UM/UIM and PIP coverage provisions broadly to give full effect to "the state's interest in protecting conscientious and thoughtful motorists from financial loss"); *see also Putkamer v. Transamerica Ins. Corp. of Am.*, 563 N.W.2d 683, 686 (Mich. 1997) ("The no-fault act is remedial in nature and is to be liberally construed in favor of the persons who are intended to benefit from it."); 8D APPLEMAN ON INSURANCE LAW & PRACTICE § 5171.55 (2003 Supp.) ("The terms [of no-fault and personal injury protection] are construed liberally to extend coverage broadly."). Additionally, we note that the Texas Department of Insurance does not contend that the meaning of "motor vehicle accident" varies from one insurance provision to another and urges the Court to find PIP coverage in this case. *See Liberty Mut. Ins. Co. v. Garrison Contractors, Inc.*, 966 S.W.2d 482, 485 (Tex. 1998) (recognizing that the Texas Department of Insurance's "expertise in the insurance trade is unquestionable").

Third, Texas Farm Bureau insists that Sturrock's injuries did not result from a "motor vehicle accident" because the accident did not involve "*another* vehicle, object, or person," as *Griffin* and *Lindsey* require. According to Texas Farm Bureau, an insured who is injured by his own vehicle is not involved in a "motor vehicle accident." In its *amicus* brief, the Texas Department of Insurance urges the Court to reject Texas Farm Bureau's argument, asserting that it posits an absurd

interpretation which, if accepted, would result in greater coverage for passengers than for actual premium-paying insureds.

Admittedly, our statement in both *Lindsey* and *Griffin*, that the term "auto accident" refers to instances "where one or more vehicles are involved with *another* vehicle, object, or person," is grammatically confusing. *Lindsey*, 997 S.W.2d at 155 (emphasis added); *Griffin*, 955 S.W.2d at 83 (emphasis added). There can be "another vehicle" because the definition first speaks of a vehicle or vehicles. But there cannot be "another object" or "another person" unless there is a first object or person. Because we did not reference a first object or person when interpreting the term, "another" can only modify the word vehicle. Thus, the definition refers to accidents where one or more vehicles are involved with *another* vehicle, *an* object, or *a* person.[5] That Sturrock was injured by his own vehicle does not itself preclude coverage under his policy's PIP provisions.

We agree with the Texas Department of Insurance that Texas Farm Bureau's cramped interpretation of our holding in *Griffin* and *Lindsey* would severely limit an insured's no-fault coverage in a manner that would contravene its purpose and lead to absurd results. Under Texas Farm Bureau's formulation, a passenger who fell from Sturrock's truck in the same way would be covered, but Sturrock himself would not. Sturrock would be covered if he had fallen out of his car onto another person, but not if he had fallen directly onto the ground. He would be covered if a tire dislodged from another vehicle and hit his car, but not if his own tire blew out and caused his vehicle

[5] The origin of the language we used in *Griffin* supports this interpretation. The language originated in *Farmers Insurance Co. of Washington v. Grelis*, 718 P.2d 812, 813 (Wash. Ct. App. 1986), in which the court stated that the "'words [motor vehicle accident] evoke an image of one or more vehicles in forceful contact with another vehicle or *a person* causing physical injury.'" *Id*. (emphasis added) (quoting *Manhattan & Bronx Surface Transit Operating Auth. v. Gholson*, 414 N.Y.S.2d 489, 490 (N.Y. Spec. Term 1979), *aff'd*, 420 N.Y.S.2d 298 (N.Y. App. Div. 1979)).

to roll over. Sturrock would be covered if he were run over by a vehicle with a faulty parking brake, but not if his own vehicle ran over him because of the same defect. Neither the policy's language nor its context indicates a construction that would deny no-fault benefits to insureds who suffer injuries caused by their own covered vehicles.

This is not to say, however, that any accident involving another vehicle, an object, or a person constitutes a "motor vehicle accident."[6] While a collision or near collision is not required,[7] the vehicle must be more than the mere situs of the accident or injury-producing event. *See, e.g.*, *Lindsey*, 997 S.W.2d at 156; *Peck*, 900 S.W.2d at 913. Rather, "the automobile must, in some manner, be involved in the accident."[8]

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[6] To the extent *Berry v. Dairyland County Mutual Insurance Co. of Texas*, 534 S.W.2d 428 (Tex. Civ. App.–Fort Worth 1976, no writ), is inconsistent with our holding today, we disapprove it.

[7] We recognize that the *Griffin* definition was derived from *Peck*, 900 S.W.2d at 913, which did require a vehicle's involvement "in some type of collision or near collision." However, our decisions in *Griffin* and *Lindsey* firmly establish that no such requirement exists. We further note that the Texas Department of Insurance, the agency entrusted with promulgating and enforcing standard and uniform insurance policies, recognizes that the term "motor vehicle accident" is not limited to a collision unless explicitly stated in the policy. TEX. DEP'T OF INS. COMMISSIONER'S BULLETIN, No. B-0004-01 (Feb. 5, 2001).

[8] *Peck*, 900 S.W.2d at 913 (denying PIP coverage because "the only nexus between the accident and the vehicle was the fact that Salazar was sitting in the vehicle when he got bit [by the dog]"); *see also State Farm Mut. Auto. Ins. Co. v. Barth*, 579 So. 2d 154, 156 (Fla. Dist. Ct. App. 1991) ("[I]n order for a loss to 'arise out of' the use of a motor vehicle, for the purpose of determining whether personal injury protection coverage exists, 'some nexus' between the vehicle and the injury is all that is required."); *Gov't Employees Ins. Co. v. MFA Mut. Ins. Co.*, 802 P.2d 1122, 1124 (Colo. Ct. App. 1990) ("A 'but-for' test is to be applied in determining whether this requisite causal relationship exists between the injury and the use of an insured vehicle."); *Gray v. Allstate Ins. Co.*, 668 A.2d 778, 780 (Del. Super. Ct. 1995) (to constitute an "accident involving a motor vehicle" and thus qualify for PIP coverage, a causal connection is required between the use of the vehicle and the injury); *Allied Mut. Ins. Co. v. Patrick*, 819 P.2d 1233, 1236 (Kan. Ct. App. 1991) (holding that "there must be some causal connection between the accident and the automobile allegedly involved" for coverage to exist); *Putkamer*, 563 N.W.2d at 687 (finding that Michigan's no-fault statute required the injury to be causally related to claimant's use of the parked motor vehicle); *Shinabarger v. Citizens Mut. Ins. Co.*, 282 N.W.2d 301, 305 (Mich. Ct. App. 1979) ("[C]ases construing the phrase 'arising out of the use of a motor vehicle' uniformly require that the injured person establish a causal connection between the use of the motor vehicle and the injury."); *Cont'l W. Ins. Co. v. Klug*, 415 N.W.2d 876, 878 (Minn. 1987) (setting forth factors to consider in determining whether accident arises out of use or maintenance of automobile, including extent of causation between automobile and injury); *Jordan*, 486 S.W.2d at 667 (explaining that the "automobile must, in some manner, be involved in the accident");

Texas Farm Bureau contends that Sturrock's policy contains more restrictive language than the broader policy language found in *Lindsey*, which merely required that the injuries "arise out of" the "use of a motor vehicle." *Lindsey*, 997 S.W.2d at 156. According to Texas Farm Bureau, the court of appeals' conclusion that Sturrock's injuries resulted from a "motor vehicle accident" erroneously incorporates a broader "arising out of use" concept that does not appear in the more restrictive PIP language. The parties here did not contract for coverage of any accident that might arise out of a motor vehicle's use, Texas Farm Bureau contends, but only for coverage in the event of a "motor vehicle accident." In *Lindsey*, however, we examined the "arising out of use" language only after first construing the term "auto accident." *Id.* at 155-56. As discussed earlier, we concluded that the incident in question satisfied our construction of that term. *Id*. at 156. *Lindsey*'s discussion of the term "auto accident" is not rendered inapposite because we continued to discuss additional policy language.

Moreover, that the term "motor vehicle accident" might connote a more restrictive meaning than the phrase "arising out of a motor vehicle's use" does not mean that we cannot consider the manner in which the vehicle caused Sturrock's injuries, or that considering the vehicle's

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Lebroke v. United States Fid. & Guar. Ins. Co., 769 A.2d 392, 394 (N.H. 2001) (citing *Peck* with approval for the proposition that an auto accident requires, at the very least, the involvement of the automobile); *Schweitzer v. Aetna Life & Cas. Co.*, 452 A.2d 735 (Pa. Super. Ct. 1982) ("[T]here must be some connection, more than mere chance or happenstance, between the injuries sustained and the insured vehicle."); *Schulz v. State Farm Mut. Auto. Ins. Co.*, 930 S.W.2d 872, 875 (Tex. App.–Houston [1st Dist.] 1996, no writ) (explaining that mere fact that vehicle was involved is not sufficient; rather, claimant must show that injuries resulted from a motor vehicle accident); *Tyrrell*, 994 P.2d at 838 (holding that "the sensible and popular understanding of what a 'motor vehicle accident' entails necessarily involves the motor vehicle *being operated as a motor vehicle*"); 8 RUSS & SEGALLA, COUCH ON INSURANCE 3D § 119:5 (1997) ("[T]he automobile must, in some manner, be involved in the accident . . . ."); 4 LONG, THE LAW OF LIABILITY INSURANCE § 28.05(1), at 29 (1991) ("Under any reasonable interpretation of statutory or policy language there must be a nexus or causal connection between the motor vehicle and the injuries sustained in order for no-fault coverage to attach.").

involvement necessarily expands coverage. Considering the vehicle's causative role in the injury-producing accident comports with the Legislature's statutory scheme. Article 5.06-3 of the Texas Insurance Code provides:

> (a) No automobile liability insurance policy . . . covering liability *arising out of the . . . use of any motor vehicle* shall be delivered or issued for delivery in this state unless personal injury protection coverage is provided therein or supplemental thereto.
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> (b) "Personal injury protection" consists of provisions of a motor vehicle liability policy which provide for payment to the named insured in the motor vehicle liability policy . . . up to an amount of $2,500 for each such person for payment of all reasonable expenses arising from *the accident* . . . .

TEX. INS. CODE art. 5.06-3 (emphasis added). "The accident" for which PIP payments are statutorily required refers to subsection (a)'s liability "arising out of the . . . use of any motor vehicle." Other jurisdictions' no-fault statutes also speak in terms of accidents resulting from or arising out of the vehicle's use.[9]

Therefore, while the court of appeals conflated *Lindsey*'s discussion of two separate policy terms, 65 S.W.3d at 766-67, its approach comports with the mandatory statutory provisions for PIP

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[9] *See, e.g.*, *Trinity Universal Ins. Co. v. Hall*, 690 P.2d 227, 229 (Colo. 1984) (en banc); *Blish v. Atlanta Cas. Co.*, 736 So. 2d 1151, 1153 (Fla. 1999); *State Farm Mut. Auto. Ins. Co. v. Canady*, 239 S.E.2d 152, 153 (Ga. Ct. App. 1977); *Ky. Farm Bureau Mut. Ins. Co. v. Hall*, 807 S.W.2d 954, 955 (Ky. Ct. App. 1991); *Putkamer*, 563 N.W.2d at 686-87; *Haagenson v. Nat'l Farmers Union Prop. & Cas. Co.*, 277 N.W.2d 648, 651 (Minn. 1979); *Ohio Cas. Group of Ins. Cos. v. Gray*, 732 A.2d 1145, 1146 (N.J. Super. Ct. App. Div. 1999); *Hill v. Metro. Suburban Bus Auth.*, 555 N.Y.S.2d 803, 806 (N.Y. App. Div. 1990); *State Farm Mut. Auto. Ins. Co. v. Estate of Gabel*, 539 N.W.2d 290, 292 (N.D. 1995); *Schweitzer*, 452 A.2d at 736-37; 4 LONG, THE LAW OF LIABILITY INSURANCE § 28.05(1), at 26 (1991) ("The typical policy requires that the accident involve the occupancy, operation, maintenance, or use of the vehicle in order to fall within the policy coverage."). We note that the uniformity in language likely results from the widespread adoption of the language from the Uniform Motor Vehicle Accident Reparations Act. *See* UNIFORM MOTOR VEHICLE ACCIDENT REPARATIONS ACT § 1, 14 U.L.A. 41 (1995); *see also Estate of Gabel*, 539 N.W.2d at 293 (quoting *St. Paul Mercury Ins. Co. v. Andrews*, 321 N.W.2d 483, 487 (N.D. 1982)) ("'Unless one believes in a miraculous coincidence in choice of words or widespread plagiarism, it is difficult to escape the conclusion that North Dakota and many other jurisdictions have enacted parts of the [Uniform Act] . . . .'").

coverage. The court's consideration of the vehicle's involvement in Sturrock's accident did not expand coverage beyond the policy's language and is consistent with Texas case law and decisions from other jurisdictions. *See* cases cited *supra* note 8.

We find it significant that courts across the nation have found no-fault coverage to exist in similar circumstances. Generally, if a claimant sustains injuries from a slip-and-fall accident while entering into or alighting from the covered vehicle, the courts are consistent in holding there is coverage.[10] Similarly, if a collision with another vehicle occurs while the claimant is entering into or alighting from the covered vehicle, courts find coverage.[11] However, courts generally deny

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[10] *See Walker v. M & G Convoy, Inc.*, No. CIV.A.88C-DE-191, 1989 WL 158511, at *1 (Del. Super. Ct. Nov. 2, 1989) (concluding that claimant who slipped and fell on ice while securing cars on his employer's car trailer was an occupier of the vehicle and therefore entitled to PIP coverage); *Padron v. Long Island Ins. Co.*, 356 So. 2d 1337, 1339 (Fla. Dist. Ct. App. 1978) (concluding that injuries sustained by motorist whose left foot slid as he stepped out of car on driver's side, causing right leg to hit bottom part of car door, thereby breaking leg, was bodily injury arising out of use of motor vehicle for which motorist was entitled to PIP benefits); *Putkamer*, 563 N.W.2d at 688 (concluding that injuries sustained when person slipped on ice while entering car were covered by statutory scheme for PIP coverage); *Haagenson*, 277 N.W.2d at 652 (upholding jury verdict that no-fault provisions covered claimant's injuries suffered while entering motor vehicle); *Hill*, 555 N.Y.S.2d at 805-06 (concluding that injuries suffered when a claimant caught her arm in the bus door and then tripped on a nail or tile on the floor were covered by no-fault scheme); *Berry*, 534 S.W.2d at 432-33 (concluding PIP coverage existed for injuries sustained when claimant snapped the cartilage in his knee while exiting car); *S. Surety Co. v. Davidson*, 280 S.W. 336, 337 (Tex. Civ. App.–Fort Worth 1926, no writ) (concluding that coverage existed for injuries sustained when claimant stepped on a brick while exiting the car); *cf. Parker v. Atlanta Cas. Co.* 278 S.E.2d 119, 120 (Ga. Ct. App. 1981) (finding that PIP coverage was not available when claimant stepped on grease when alighting from car only because policy excluded conduct within the course of business of repairing or servicing vehicles unless conduct also involved "actual operation of a motor vehicle as a vehicle on business premises").

[11] *See Allstate Ins. Co. v. Howe*, 623 A.2d 1031, 1034 (Conn. App. Ct. 1993) (finding that UIM coverage existed for injuries sustained when claimant was grasping door handle prior to being struck); *State Farm Mut. Auto. Ins. Co. v. Vaughn*, 558 S.E.2d 769, 771 (Ga. Ct. App. 2002) (finding that a student was "using" a school bus, and thus was entitled to UM insurance, when she was hit by a vehicle while crossing the road to gain entry to the bus); *Lumbermen's Mut. Cas. Co. v. Norris*, 303 N.E.2d 505, 507 (Ill. App. Ct. 1973) (UM coverage existed for passenger who got off car's fender to avoid oncoming car but was struck nonetheless); *Aucoin v. Lafayette Ins. Co.*, 771 So. 2d 95, 100 (La. Ct. App. 2000) (UM insurance covered injuries sustained while leaning against car); *Hunt v. Citizens Ins. Co.*, 455 N.W.2d 384, 386 (Mich. Ct. App. 1990) (finding that PIP coverage existed for victim of hit-and-run accident since he was in the process of entering the vehicle when hit); *Olsen v. Farm Bureau Ins. Co. of Neb.*, 609 N.W.2d 664, 671 (Neb. 2000) (holding that liability insurance covered the injuries sustained when claimant exited car and was struck by a live wire since the claimant was still occupying the vehicle); *Travelers Indem. Co. v. Commercial Union Ins. Cos.*, 533 A.2d 765, 767-68 (Pa. Super. Ct. 1987) (holding UM policy provider was the proper source of loss benefits for injuries sustained when claimant's car was struck while he was seated in his car with his left foot still on the ground); *Whitmire v.*

coverage for injuries sustained from slip-and-fall accidents and collisions occurring prior to the process of entering or after exiting.[12] Thus, if Sturrock had finished exiting the truck and then fell,

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Nationwide Mut. Ins. Co., 174 S.E.2d 391, 395 (S.C. 1970) (UM coverage existed for injury sustained by insured while running away from parked car after noticing its imminent collision with an oncoming vehicle); *Nat'l Life & Accident Ins. Co. v. Hunter*, 519 S.W.2d 709, 710-11 (Tex. Civ. App.–Beaumont 1975, writ ref'd n.r.e.) (finding that testimony that decedent had not let go of the automobile from which he had emerged permitted the trial court to conclude that insured was a passenger entitled to coverage); *Newman v. Erie Ins. Exch.*, 507 S.E.2d 348, 352 (Va. 1998) (finding that a student was "using" a school bus, and thus was entitled to UM insurance, when she was hit by a vehicle while crossing the road to gain entry to the bus).

[12] *See Chamblee v. State Farm Mut. Auto. Ins. Co.*, 601 So. 2d 922, 924 (Ala. 1992) (liability coverage denied for injuries to child sustained when child darted into street from median while crossing the street after exiting parked vehicle, as this constituted new activity that was disassociated from the "use" of the vehicle); *Testone v. Allstate Ins. Co.*, 328 A.2d 686, 690 (Conn. 1973) (finding that tow truck worker was not entitled to UM coverage since he was two or three feet from vehicle when injured and was therefore not entering the vehicle); *Adamkiewicz v. Milford Diner, Inc.*, No. 90C-JA-23, 1991 WL 35709, at *1 (Del. Super. Ct. Feb. 13, 1991) (slip and fall on ice not covered under PIP policy because claimant was merely walking toward vehicle); *State Farm Mut. Auto. Ins. Co. v. Yanes*, 447 So. 2d 945, 946 (Fla. Dist. Ct. App. 1984) (finding that UM coverage did not exist because claimant had finished exiting the vehicle and had started new act of walking across the street); *Cole v. N.H. Ins. Co.*, 373 S.E.2d 36, 38 (Ga. Ct. App. 1988) (claimant who slipped and fell against the car was not covered by no-fault insurance, as she was not "engaged in the 'immediate' act of entering into or alighting from" the vehicle); *Allstate Ins. Co. v. Horn*, 321 N.E.2d 285, 291 (Ill. App. Ct. 1974) (UM coverage denied for claimant who was twenty-four feet away from vehicle he intended to enter when accident occurred); *Crear v. Nat'l Fire & Marine Ins. Co.*, 469 So. 2d 329, 336-37 (La. Ct. App. 1985) (UM coverage denied for injuries suffered when claimant was struck while walking through drive through area of post-office parking lot); *Rednour v. Hastings Mut. Ins. Co.*, 661 N.W.2d 562, 567 (Mich. 2003) (claimant was not occupying his vehicle when struck by a moving vehicle while walking around his own car to change the tire, and thus was not entitled to PIP coverage); *Block v. Citizens Ins. Co. of Am.*, 314 N.W.2d 536, 538 (Mich. Ct. App. 1981) (no-fault coverage denied for a slip-and-fall on ice before insured reached vehicle); *Steinfeldt v. AMCO Ins. Co.*, 592 N.W.2d 877, 879-80 (Minn. Ct. App. 1999) (injury suffered while attempting to assist victims of a motor vehicle accident on an adjacent road not covered under no-fault provisions); *State Farm Mut. Auto. Ins. Co. v. Farmers Ins. Co.*, 569 S.W.2d 384, 386 (Mo. Ct. App. 1978) (court distinguished entering a vehicle from approaching a vehicle with the intention of entering, concluding that the claimant fell within the latter category); *Ertelt v. EMCASCO Ins. Co.*, 486 N.W.2d 233, 235 (N.D. 1992) (claimant's injuries from heart attack suffered twenty feet away from vehicle not covered under no-fault insurance); *Aversano v. Atl. Employers Ins. Co.*, 676 A.2d 556, 557-58 (N.J. Super. Ct. App. Div. 1996), *aff'd*, 701 A.2d 129 (N.J. 1997) (PIP coverage denied for injuries sustained when claimant fell in a pothole while reaching for his vehicle with keys extended and ready to unlock the door because he had not first made physical contact with the vehicle); *Hurwich v. New York City Transit Auth.*, 415 N.Y.S.2d 693, 693 (N.Y. App. Div. 1979) (affirming denial of no-fault benefits because claimant admitted that she was completely off the bus when she fell); *Estate of Jordan v. Colonial Penn Ins. Co.*, 537 A.2d 14, 18 (Pa. Super Ct. 1988) (claimant was no longer an "occupant" of vehicle after walking 3/4 of a mile down the highway); *Fulton v. Tex. Farm Bureau Ins. Co.*, 773 S.W.2d 391, 392 (Tex. App.–Dallas 1989, writ denied) (PIP and UM coverage do not extend to a passenger freely walking outside the vehicle at the time of the accident); *Flores v. Dairyland County Mut. Ins. Co. of Tex.*, 595 S.W.2d 893, 894-95 (Tex. Civ. App.–Eastland 1980, writ ref'd n.r.e.) (no recovery under PIP policy for injuries sustained when claimant tripped after taking four steps away from insured vehicle).

or if he had fallen out of the car without any involvement of the vehicle, there would be no coverage. But here, the vehicle's door facing was a causative factor in Sturrock's fall.

The dissenting justices assert that cases interpreting "arising out of" policy language are inapposite when interpreting policy language that requires the injury to result from a "motor vehicle accident." ___ S.W.3d at ___ (OWEN, J., dissenting). The dissent then proceeds to provide a litany of cases, with no analysis, which stand for the proposition that not all accidents involving a vehicle in some manner are covered by PIP policies with potentially broader language. *See*, *e.g.*, *Kordell v. Allstate Ins. Co.*, 554 A.2d 1, 2 (N.J. Super. Ct. App. Div. 1989) (finding no coverage when insured died from a heart attack while stopped at a red light). In citing the above cases we do not mean to suggest that policies covering injuries "arising out of the use" of the vehicle and those covering injuries resulting from "motor vehicle accidents" provide identical coverage; we simply find it notable that, nationwide, states provide no-fault PIP benefits for injuries sustained in similar incidents.

Moreover, our approach comports with other language that appears in Sturrock's policy. Sturrock's PIP coverage extends to injuries that result from a "motor vehicle accident" and that are suffered by a "covered person." The policy defines a "covered person" as "1. You or any family member: a. while occupying; or b. when struck by; a motor vehicle . . . ." The policy defines "occupying" as "in, upon, getting in, on, out or off." We must read the policy as a whole, giving each part effect, "be[ing] particularly wary of isolating from its surroundings or considering apart from other provisions a single phrase, sentence, or section," as Texas Farm Bureau would have us do. *State Farm Life Ins. Co. v. Beaston*, 907 S.W.2d 430, 433 (Tex. 1995); *Forbau v. Aetna Life*

Ins. Co., 876 S.W.2d 132, 133 (Tex. 1994). The policy's language contemplates that a person entering or exiting the covered vehicle is a "covered person" under the policy. Reading the policy's terms to exclude coverage for accidents like Sturrock's, where the vehicle itself caused the injury, would render the definition of "covered person" meaningless, which is contrary to basic rules of contract interpretation.

IV

We hold that a "motor vehicle accident" occurs when (1) one or more vehicles are involved with another vehicle, an object, or a person, (2) the vehicle is being used, including exit or entry, as a motor vehicle, and (3) a causal connection exists between the vehicle's use and the injury-producing event. Here, Sturrock was injured when his left foot became entangled with his car's door facing while he was exiting the vehicle. We conclude that Sturrock's injury resulted from a "motor vehicle accident" within the policy's terms, and affirm the court of appeals' judgment.

Harriet O'Neill
Justice

OPINION DELIVERED: August 27, 2004.