STATE FARM MUTUAL AUTOMOBILE INSURANCE CO. V. SPANGLER: ELEVENTH CIRCUIT DECLINES TO LIMIT SCOPE OF UNINSURED MOTORIST COVERAGE TO ONLY THAT REQUIRED BY STATUTE

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In *State Farm Mutual Automobile Insurance Co. v. Spangler*, the United States Court of Appeals for the Eleventh Circuit addressed whether the plain meaning or a related statutory definition of a term dictated the scope of coverage for an insurance policy when an operative term in the policy was undefined.[1] In reversing the United States District Court for the Middle District of Florida's grant of summary judgment in favor of State Farm, the Eleventh Circuit reasoned that the plain meaning of the term "land motor vehicle" in the policy's "Uninsured Motor Vehicle" ("UM") section controlled where the term was undefined, thus providing more coverage than required by Florida law.[2] The court therefore held that Florida's Financial Responsibility Law ("FRL"), in conjunction with its Uninsured Motorist Statute ("UM statute"), only establishes the minimum level of coverage for accidents involving an uninsured driver, and broader policies can be defined by the parties or interpreted by courts in the absence of a defined term.[3]

Under Florida's UM statute, auto insurers who offer liability insurance covering personal injuries must provide UM coverage unless the policy holder expressly rejects it.[4] The FRL also requires individuals that operate a motor vehicle to maintain liability insurance.[5] Thus, working in tandem, these statutes require insurers to provide UM coverage for "motor vehicles" as defined by the FRL unless the insured expressly rejects coverage.[6]

Richard Spangler held an auto insurance policy ("Policy") with State Farm that insured his 2015 Nissan Altima which included UM

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[1] 64 F.4th 1173, 1175–77 (11th Cir. 2023).

[2] *Id.* at 1176.

[3] *Id.* at 1181–84.

[4] *Id.* at 1181 (citing FLA. STAT. § 627.727(1) (2023)).

[5] *Id.* Under the FRL, a "motor vehicle" is "[e]very self-propelled vehicle that is designed and required to be licensed for use upon a highway . . . ." FLA. STAT. § 324.021(1) (2023).

[6] *Id.* at 1181–82 (citing § 627.727(1)).

coverage.[7] The Policy contained two sections that are relevant to this dispute: a UM section and a "Definitions" section.[8] The UM portion of the Policy provided that State Farm would pay compensatory damages for bodily injury sustained by the "insured [and] caused by an accident that involves the operation . . . of an uninsured motor vehicle."[9] The UM portion defined an "uninsured motor vehicle" simply as a "land motor vehicle."[10] And the "Definitions" section of the Policy did not provide a definition for the term "land motor vehicle."[11] Further, the "Definitions" section provided that the section should be referenced and used when a term in the Policy appeared in boldface italics.[12] While the "Definitions" section defined the term "motor vehicle," that term did not appear in boldface italics in the UM section of the Policy.[13]

Spangler's wife was struck by a Razor Pocket Mod electric scooter while driving Spangler's Altima on a Florida highway.[14] The driver of the Razor Pocket Mod, which had a top speed of fifteen miles per hour, was uninsured and died at the scene of the collision.[15] Spangler's wife suffered serious personal injuries.[16] The Spanglers submitted a claim to State Farm under their UM coverage seeking compensation for her injuries, but State Farm denied the claim and sought a declaratory judgment excluding the claim from coverage.[17] State Farm argued that

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[7] *Spangler*, 64 F.4th at 1176.

[8] *Id.*

[9] *Id.* (alteration in original) (citation omitted).

[10] *Id.*

[11] *Id.*

[12] *Id.*

[13] *Spangler*, 64 F.4th at 1176. The "Definitions" section defined a "motor vehicle" as a "vehicle with four or more wheels that[] is self-propelled and is of a type[] designed for; and [] required to be licensed for use on Florida highways." *Id.* (alteration in original) (citation omitted). The Policy also included an Amendatory Endorsement advising that an "[u]ninsured [m]otor [v]ehicle does not include a land motor vehicle . . . designed for use primarily off public roads except while on public roads." *Id.* at 1176 (alteration in original) (citation omitted).

[14] *Id.* at 1177.

[15] *Id.* The Razor Pocket Mod was powered by a 250-watt motor and had two air-filled tires. *Id.* It did not have a taillight, brake lights, turn signals, or exterior mirrors. *Spangler*, 64 F.4th at 1177. The scooter was not registered with the Florida Department of Highway Safety and Motor Vehicles, and it lacked a vehicle identification number and license tag. *Id.*

[16] *Id*. Her neck, back, and knee were injured, and she expected surgery in the future. *Id.* Her car also sustained damage to the lights, turn signals, mirrors, front bumper, and fender. *Id.*

[17] *Id.*

the Razor Pocket Mod was neither a "motor vehicle" nor an "uninsured motor vehicle" under the Policy.[18]

Both parties moved for summary judgment.[19] State Farm argued that the definition of "motor vehicle" found in the "Definitions" section applied to the term "uninsured motor vehicle" in the UM section of the Policy despite the fact it did not appear in boldface italics.[20] In the alternative, State Farm argued that the court should use the FRL's definition of "motor vehicle" to define "uninsured motor vehicle" in the Policy.[21] The FRL defines "motor vehicle" as "[e]very self-propelled vehicle that is designed and required to be licensed for use upon a highway."[22] The district court agreed with State Farm's second argument.[23] Accordingly, it held that the Razor Pocket Mod was not a "motor vehicle" as defined by the FRL and thus was not an "uninsured motor vehicle" under the Policy.[24] The district court granted State Farm's motion for summary judgment, and the Spanglers timely appealed.[25]

On appeal, the Eleventh Circuit reviewed the district court's interpretation of the Policy *de novo* to determine how the term "land motor vehicle" in the Policy should be defined.[26] First, the court explained that "[u]nder Florida law, an insurance policy is a contract, and ordinary contract principles govern its interpretation and construction."[27] And like a contract, "where the language of [an insurance] policy is plain and unambiguous, the policy must be enforced as written."[28] The court explained that an undefined term in a policy does not automatically make the term an ambiguous and unenforceable one.[29] Instead, the principles of contract construction instruct the court to give the term its plain and ordinary meaning.[30]

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[18] *Spangler*, 64 F.4th at 1177.

[19] *Id.*

[20] *Id.* The Spanglers, on the other hand, argued that under the plain and ordinary meaning of the term "land motor vehicle" the Razor Pocket Mod scooter was an uninsured motor vehicle. *Id.*

[21] *Id.*

[22] FLA. STAT. § 324.021(1) (2023).

[23] *Spangler*, 64 F.4th at 1177–78.

[24] *Id.*

[25] *Id.*

[26] *Id.* State Farm did not challenge the district court's conclusion that the Policy's definition of "motor vehicle" in the Definitions section did not "define the term as used in the UM section." *Id.* at 1179.

[27] *Id.* at 1178.

[28] *Spangler*, 64 F.4th at 1179.

[29] *Id.*

[30] *Id.*

The court thus analyzed "land motor vehicle" word-by-word to arrive at the term's plain meaning as "understood by a person on the street."[31] Looking to both legal and nonlegal definitions of the words "land," "motor," and "vehicle," the court concluded that "a 'land motor vehicle' is (1) a means of carrying or transporting something, (2) on the solid part of the earth, while being (3) powered by an engine that imparts motion."[32] Because the Razor Pocket Mod was designed to transport a rider, had tires for traveling on land, and was powered by a 250-watt motor, the court concluded it falls within the plain meaning of the term "land motor vehicle."[33] The plain meaning of "land motor vehicle" is therefore broader than the FRL's definition of "motor vehicle" and could include vehicles that are not only designed for use on public highways, like the electric motorized scooter in this case.[34]

Next, while the court concluded that the plain meaning of "land motor vehicle" was broader than the FRL's definition, it analyzed whether that definition has any bearing on the court's interpretation of the Policy.[35] State Farm argued that it does, and cited two Florida Supreme Court cases to support its contention that an insurer must "*only* provide UM coverage for motor vehicles as defined by the FRL."[36] The court found that both cases are readily distinguishable from the facts in *Spangler*.[37] And it explained that "[b]oth decisions stand only for the proposition that an insurer must provide UM

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[31] *Id.* at 1179–80.

[32] *Id.*

[33] *Id.* at 1181.

[34] *Spangler*, 64 F.4th at 1180–81. And the Policy's Amendatory Endorsement "expressly contemplate[d] that a land motor vehicle may be designed for off-road use." *Id.* at 1180.

[35] *See id.* at 1181–84.

[36] *Id.* at 1182 (alteration in original) (citing Grant v. State Farm Fire & Cas. Co., 638 So. 2d 936 (Fla. 1994); Carguillo v. State Farm Mut. Auto Ins. Co., 529 So. 2d 276 (Fla. 1988)).

[37] *Id.* at 1182–83. In distinguishing *Spangler* from *Grant*, the court emphasized that the use of the modifying term *land* in "*land* motor vehicle" must be accorded meaning. *Id.* at 1182–83. Reliance on the FRL's definition of "motor vehicle" was sensible in *Grant*, where the FRL "readily defined the exact term at issue" and when this definition comported with the plain meaning of the term. *Spangler*, 64 F.4th at 1182. But it is inappropriate in *Spangler* because there was an adjective modifying "motor vehicle." *Id.* at 1183. The court further held in *Spangler* that the addition of the modifying term "land" meant that the Policy anticipated covering more than vehicles that travel only on public roads by its plain reading. *Id.* In distinguishing *Spangler* from *Carguillo*, the Eleventh Circuit noted that *Carguillo* did not require the court to define a term in the policy because *Carguillo* dealt with a motorcycle which was readily understood to be a "land motor vehicle." *Id.* at 1183–84. "Therefore, *Carguillo* is relevant to this dispute only insofar as it stands for the proposition that a policy exclusion must be consistent with the purposes of the FRL and the UM statute." *Id.* Further, the *Spangler* court reasoned that because *Spangler* does not include a potential violation of the minimum coverage requirements set out by the FRL or UM statute, there is no reason to redefine a term in the Policy in accordance with a statutory definition. *Id.* at 1182–83.

coverage that is consistent with the purposes of the FRL and UM statute."[38] Thus, neither case requires the court to limit the definition of "land motor vehicle" in an insurance policy to only that of the FRL definition, because "[a]n insurer may provide more coverage than Florida law requires."[39]

In reversing the district court's judgment and holding for the Spanglers, the Eleventh Circuit rejected State Farm's proposal for a "prohibition against greater coverage."[40] The court would not allow State Farm to "take the position that there should be a narrow, restrictive interpretation of the coverage provided" when State Farm was responsible for the omission of the definition in dispute.[41] In concluding, the court pointed to the longstanding rule in contract law that allows parties to "contract around" state or federal law so long as a statute or public policy does not render a term void.[42] Thus, it reasoned that State Farm permissibly provided more coverage than required by Florida law, holding that the Razor Pocket Mod scooter was an "uninsured motor vehicle" under the Policy.[43]

The Eleventh Circuit's ruling in *Spangler* demonstrates how the principles of contract interpretation can protect insurance policy holders from arguments that may limit the scope of coverage to only that required by statute.[44] While the court determined that undefined terms are not ambiguous,[45] this decision still comports with the notion that ambiguities should be resolved against the drafter of the contract, particularly in the insurance setting.[46] Consumers and courts will likely benefit from this decision as insurers respond by defining terms in their policies with greater specificity to avoid being subject to a court's interpretation. The decision is likely to reduce litigation and the time necessary for insurers to adjudicate claims and compensate the insured.

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[38] *Spangler*, 64 F.4th at 1182.

[39] *Id.* at 1184.

[40] *Id.*

[41] *Id.* ("If State Farm saw fit to exclude a vehicle such as the Razor Pocket Mod from UM coverage, it could have done so—provided that such an exclusion would not violate the minimum requirements of the FRL and the UM statute.").

[42] *Id.*

[43] *Id.*

[44] *See Spangler*, 64 F.4th at 1184.

[45] *Id.* at 1179.

[46] *See id.* at 1184.