ORAL ARGUMENT – 4-16-03
02-0069
TEXAS FARM BUREAU V. STURROCK

LAWYER: The questions before the court in this case is whether the Beaumont CA erred by determining that Mr. Sturrock was involved in a motor vehicle accident. The term 'motor vehicle' accident is the trigger that would give Mr. Sturrock coverage under the PIP coverage of his Texas auto policy

The CA erred by determining that question based on this court's decision in the Lindsey case. Now the Lindsey case turned on a different insuring agreement. Lindsey turned on an insuring agreement involving uninsured or under insured motorist coverage. That is not the coverage that is applicable to Mr. Sturrock's claim. It is significant also because the uninsured/under insured motorist coverage...

ENOCH: Your point would be that if Mr. Sturrock had slipped out of the car and landed on a bystander and injured them there would be coverage, but if he slips out of the car and the only person he injures is himself there is no coverage?

LAWYER: There would not be a motor vehicle accident for an injury that he sustains with himself. If he sustains an injury with contact with another person, object or vehicle then that would be a motor vehicle accident under the PIP.

ENOCH: But if it's third party coverage there would be coverage?

LAWYER: Sure. There would be liability coverage if he caused some injury to someone else. The coverage is the insuring agreements are different, and I believe the CA was confused by this court's analysis in Lindsey, which went into the question of use. Under uninsured or under insured motorist coverage use was the use of a vehicle. That's a significant analysis. And that's what the court frankly as I read it, that's what the court seemed to be struggling with in the Lindsey case. But this requirement of use is not present in PIP coverage. PIP requires two things: it requires a motor vehicle accident; and it requires a claim by a covered person.

Now motor vehicle accident is restrictive. Motor vehicle would modify accident compared say to the Lindsey case which dealt merely with an accident.

O'NEILL: In Lindsey we talked about even assuming an auto accident. You don't think there's a difference definitionally between motor vehicle accident and auto accident?

LAWYER: No. In fact our briefs absolutely assume that auto accident and motor vehicle accident are synonymous.

O'NEILL: In Lindsey didn't we cover this? Because we said assuming that auto accident is more restrictive than accident there's still coverage here.

LAWYER: The court absolutely in the majority opinion in Lindsey assumed for the sake of the comments they made that accident and auto accident - they basically indulged the carrier's argument even though the very sentence that the court is referring to also makes very clear that even if we assume that the language is there that isn't there...

O'NEILL: We would have to overrule Lindsey if we determine that was not dicta right?

LAWYER: If the court determines that it's not dicta.

O'NEILL: And so conversely we would have to determine that that was dicta to be able to rule your way?

LAWYER: Yes. And the reason we believe it to be dicta is that Lindsey didn't turn on a PIP claim. It turned on an uninsured/under insured motorist claim. And regardless of the sentence in Lindsey that the court is referring to, there's not doubt that the coverages are different. The insuring agreements are different. And auto accident, which is a phrase you see for example in the liability portion and motor vehicle accident, which is the phrase you see in the PIP portion are the same as each other but different from accident.

PHILLIPS: Well what about State Board of Ins. Bulletin B-000401 that says auto policies and endorsements referring to an accident, the accident, motor vehicle accident or auto accident mean the same as if the word occurrence was substituted for the word accident? And accidental means the same as unintentional?

LAWYER: That bulletin, which by the way was a part of the amicus that we got Monday from the BBI, merely establishes that accident and occurrence are synonymous, which really isn't controversial here. It doesn't say that motor vehicle accident is the same as accident. It says that motor vehicle accident is the same as motor vehicle occurrence. That's all it says is, substitute occurrence with accident in that phrase.

PHILLIPS: Your brief says that we should give deference to an agency's construction. Does that extend to the lawyers for an agency charged with construction?

LAWYER: I think that that is correct. That was followed with what the 1st court held in the Lee case, which is actually very useful because it distinguishes coverage under UIM or UM from PIP. And what the 1st court said, and the reason we believe that's accurate is, for the 20 odd years after the Berry case was decided, (Berry was the one case that seemed to suggest that the standard Texas PIP policy is void because it's different from the statute) the Lee case looked at that and said, Well, in the 20 some years since that occurred the Board, and now the Dept. of Insurance didn't do anything to change that particular policy provision. And what the 1st court said was, in so doing the

Board is obviously not adopting what the court in Berry said.

Now candidly, I don't believe this court gets to the issue of how the may interpret the statute unless the court determines unlike Griffin. If the court overrules Griffin which says that auto accident is unambiguous, then perhaps the court gets to the analysis that was just mentioned. But I believe it would require that ____ to overrule the Griffin case, which is a case that we believe should have been followed below and should be followed here, because Griffin is the case dealing with auto accident.

O'NEILL: Well it doesn't require collision though. In Griffin we said that it refers to a situation where one or more vehicles are involved with a person. Would that definition where the vehicle is involved with the person?

LAWYER: Actually the requirement of Griffin is that one or more vehicles involved with another person, object or vehicle. And that another is significant.

O'NEILL: So that's J. Enoch's scenario then, if he had fallen out of the car and hit a person.

LAWYER: Then presumably that would have been a motor vehicle accident. But one cannot under the PIP coverage injure himself or herself and then claim that that was what he bought coverage to protect against...

O'NEILL: What about the analogy (I think it's in the brief) if he had gotten his foot stuck and then dragged by the car. Would that fit the definition?

LAWYER: Under the PIP coverage?

O'NEILL: Yes.

LAWYER: Would that be a motor vehicle accident? Was he involved with another object? Perhaps if he's injured by the ground. That would sort of be the attenuated analysis if you will. There's no doubt that near collisions can be motor vehicle accidents. Collision or near collision tends to be sort of the language that a lot of cases use. So collision is not a per se requirement for a motor vehicle accident. But the involvement of another person, object or vehicle is.

ENOCH: Isn't the real problem that insurance policies are designed to cover if the car is somehow operating and somehow causes injury, and if the car is standing still and not operating the policy just didn't contemplate that being injured around the car would somehow cause an injury?

LAWYER: That's right.

ENOCH: But then you have this difficulty with Lindsey where the car is not operating. But it's kind of the usual thing that happens. People usually get into cars. People usually get out of cars. And for there to be liability for an injury caused because someone is doing something normally with a car, then that kind of expanded this coverage problem.

LAWYER: I believe that Lindsey did expand the coverage problem in the context of uninsured/under insured motorist coverage. But that's not what this court today has to decide one way or the other.

ENOCH: We just say there's a different analysis for personal injury protection because it doesn't involve third party injury?

LAWYER: Because of the plain unambiguous language of the provision, which this court has said in Griffin is unambiguous.

JEFFERSON: Are there other states that make that demarcation that you're making here between UIM and PIP?

LAWYER: No. There are other states which have analyzed the exact question of auto accident or motor vehicle accident, and whether somebody getting in or out of his truck has been involved in a motor vehicle accident. We pointed out the closest we found actually is the State of Washington, which is the Tyrell case follows the same argument that we make here. That that is a motor vehicle accident when somebody gets injured - and that was actually a camper as I recall.

WAINWRIGHT: You pointed out that Lindsey is different from this case in that this case is about PIP. Lindsey was about UIM and UM coverage. Lindsey focused on the word use. That language although that specific paragraph is different from the specific language here. And yet you say to rule on behalf of petitioners we would have to overrule Lindsey?

LAWYER: I did not say that you would have to overrule Lindsey. The question I believe was. If the court disagrees that the language in Lindsey was dicta, then you would have to deal with Lindsey in order to find otherwise in this case.

But in the plain reading of the two cases Lindsey deals with different coverage than this. We believe the language in Lindsey which says, we're going to even assume the carrier's argument that accident really says auto accident. And the court recognizes it doesn't in the Lindsey opinion. Even assuming that, then the court goes on and comments some about the Griffin case. But I do not believe that's a holding in Lindsey, because it wasn't ____________ determination the court made, which was one based on use.

SMITH: So your definition of motor vehicle accident doesn't include any collision or near collision requirement? This court in the Griffin case cited this Peck case which is an Amarillo case, which did include that. And we had exact quotation from the Peck case but it left out some type

of collision or near collision part of that quotation. What's your definition? Does it include the Peck definition or is it as modified by Griffin?

LAWYER: I believe what the definition is from Peck and Griffin _____ is it must involve another person, object or vehicle. And in most cases when they talk about involved, they said that's either a collision or a near collision. Because there can be facts where a barrel comes rolling across the highway, and in order to avoid contact one suffers an injury within his/her own car or truck. So that near collision can be a motor vehicle accident because it involves.

SMITH: Say if you fall asleep while you're driving the interstate and you wake up and jerk the car back to the middle of the road and your passenger hits their head on the window.

LAWYER: I have a hard time understanding whether those facts would give rise to another vehicle, object or person.

ENOCH: Well it's going to hit something if he doesn't straighten out the car.

LAWYER: It's going to be a problem no doubt. The ultimate question, I believe that the court will probably wrestle with itself is, whether the result that we're describing here makes sense. Whether it makes sense for this court to clarify that different coverages have different triggers.

O'NEILL: But why should PIP be any different? Isn't the purpose of the PIP to compensate the injured person quickly without contest. That would seem to work against your definition. It seems like we should interpret PIP more broadly.

LAWYER: I believe PIP should be different 1) because this is what the plain meaning says; and 2) PIP is really an aberration. It's a no fault insurance in a state that is not a no fault state.

O'NEILL: If that's the case, then why do we need another person topic? So under your argument if we were dealing with PIP in Lindsey, if the boy had been shot by the gun that was dislodged from the gun rack, he would not have coverage. Is that right? If no one else had been hurt but him.

LAWYER: If the claimant were to say that the gun or gun rack was another object, I guess that would have to be the argument they make. And the point would be, I believe, under PIP coverage, that with PIP the carrier didn't assume all risks that might be involved with the person injuring himself or herself. Only those involved with another vehicle accident. It makes sense that a liability policy or a UIM policy should permit the insured to protect herself/himself against more risks. It makes sense that someone should be able to buy insurance to protect themselves from risks of other person's negligence.

O'NEILL: Well why does that make sense if the purpose is to get money to the injured quickly?

LAWYER: To those injured in an automobile or motor vehicle accident.

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RESPONDENT

STOVER: At my age, I must believe that just because it's old does not make it wrong. And just because somebody says it over and over again does not make it right. Twenty-seven years ago the Ft. Worth court rendered a decision in Berry v. Dairyland County Mutual Ins. Co. of Texas. And we seem to forget that in our argument about these cases.

That case said that an insured exiting his vehicle who is injured doing so is entitled to PIP benefits. Now there was no writ in that case, but that case has never been overturned and the legislature has never seen fit to change that case in anyway. Precedent as we all know as lawyers is extremely important. It's important for a lawyer to be able to advise his client and it's important for insurance companies to be able to set their premiums and to adjust their reserves to take care of the losses that they may sustain.

This case is so identical to the facts of Berry that it's my opinion it was sought out as a test case to try to change the law. Lindsey did not expand anything. Lindsey expanded no coverage. The coverage was there under Berry. The reasoning in Berry is still sound. It has not been changed by the legislature. Premiums have been set on it. Reserves have been established. And what we're dealing with here is the construction of the Texas automobile insurance policy. And whether in order to have coverage under these different portions of the standard policy, PIP which talks about motor vehicle accident, underinsured motorist, under insured which refers to accident, liability which refers to auto accident, whether there needs to be or need not be a collision or as we started out we were insisting upon a collision and now it seems to have expanded today into a near collision in order to have coverage.

ENOCH: Kids gather. They park their cars in a circle. They turn on their lights. They have a big dance. And a bunch of kids gather sitting on top of the cars. And one falls off the car and hits the ground. Would that ordinarily be contemplated to be an automobile coverage? That means the type of accident that could happen to a kid just falling off a chair or falling out of a swing or falling off the tree limb that they are sitting on?

LAWYER: No. I think that the cases are clear that it has to involve the automobile in some causative way in order to establish liability under the PIP portion of the policy. And of course that's exactly what the courts have decided time and time again. Peck decided, and that's a liability policy, no coverage because a passenger was bitten by a dog in the car. That doesn't impose liability. The Schultz case, there was no coverage. The person was shot outside the car even though he may have been touching it by robbers. It was a fatal car jacking. There's been a consistent finding in Lee which was a drive-by shooting that was not covered under the PIP portion of the policy.

Griffin, again, it's a lawsuit involving the liability portion of the policy but

it's a suit against the insured driver by a person who is shot by someone inside the vehicle in a drive-by shooting. And Griffin simply held that there's no way you can turn a drive-by shooting into an automobile accident.

And so I think that in order to make the coverage, and that's what we've argued in our brief, there must be a causal connection between the injury that is sustained and the injury in order to invoke accident, motor vehicle accident, any of these coverages. And it is important to the jurisprudence of our state and from a lawyer's standpoint trying to advise clients on where they stand that the coverages remain consistent.

ENOCH: So you would say that if they are sitting on the car and fall off, that's not covered, but if they are opening a car door and slip that is covered?

STOVER: And getting in. Yes. It's been held many times that the getting in and getting out of a vehicle is an important use of the vehicle. You've got to do it.

OWEN: Part B(1) deals with medical payment coverage, and PIP is in Part B(2). And the word accident, it says caused by accident is used in medical payments coverage. But in PIP it says motor vehicle accident. It seems to me accident is broader than motor vehicle accident.

STOVER: Well of course PIP coverage is a lot broader than medical pay too, because they can get their medical pay back. If I have any liability on somebody else they can come get their money back. They can't on PIP. It's a different type of coverage.

OWEN: So you do agree there's a difference between accident and motor vehicle accident?

STOVER: I think that they are synonymous.

OWEN: Why wouldn't accident cover drive-by shooting? It's an accident from the passenger standpoint.

STOVER: From the point of view of the passenger it's still not an accident. A drive-by shooting is an intentional act. There's no coverage anywhere under insurance for an intentional act.

OWEN: But we recently held in an opinion written by J. Enoch that we look at it from the insured's standpoint that it was an accident even though the tort that was inflicted on him was intentional. It was an accident from his standpoint. So I'm trying to square all of our case law.

STOVER: Well I still think that if it involves the use of the vehicle in a causal way, that the liability ought to be imposed across the board in the same way. And that's what the Texas Dept. of Ins. has said in its amicus brief: we need to be consistent in our coverage.

OWEN: Well I'm a passenger in a vehicle. I'm using it. Or I'm a driving in a vehicle. And I'm using my vehicle and someone shoots me. Is that an accident? Is that a vehicle accident? Is it covered under any section of the policy?

STOVER: I think that conceivably if there was some causal connection between the use of the automobile and you being shot while you're in the automobile, perhaps. I'm having a hard time.

OWEN: Car jacking.

STOVER: Car jacking has been ruled no.

OWEN: I'm using the auto. I'm shot because they want to steal my auto. It's accidental from my standpoint.

STOVER: I'll go along with you. In the Schultz case where we have the fatal car jacking, the person was outside the car.

OWEN: What if you're inside the car at a stop light?

STOVER: I don't know. I would think you might have a chance.

SMITH: What if you're working on your vehicle and you slam the hood down on your hand?

STOVER: I think that that would be a use of the vehicle. I think that would be a classic use of the vehicle. What about hooking a trailer onto the vehicle and an injury is sustained there?

OWEN: Well that's excluded isn't it because it specifically excludes another vehicle if it's knocked into your vehicle and you're injured.

STOVER: True, but not a trailer. Trailers are different.

OWEN: I thought that was excluded as well.

STOVER: We have the same argument. You can carry it 100 different ways. J. Burgess in Beaumont said, what about if you have a faulty airbag that goes off? Can we say that that's not going to be covered under PIP? Well certainly I would think that it would.

The policy that we're talking about here is written at the direction of the legislature by and enforced by the Tex. Dept. of Ins. And I believe that the court in Mid Century v. Lindsey has decided that an accident to afford coverage does not require a collision. And what we're talking about is a causal relationship. We have the Berry case, which was a motor vehicle accident

and there was coverage - tripping getting out of a car; Peck was a liability policy in 1995 and that was an automobile accident - no coverage there and it was a passenger bitten by a dog and you couldn't have liability for something like that; Schultz PIP is the fatal car jacking; Lee was a drive-by shooting; Griffin we know was a liability policy involving a person outside the car getting shot by someone inside the car and held the driver could not be liable and the insurer could not be liable; and then in Lindsey this court actually held that an automobile accident did not require a collision.

JEFFERSON: Do you think if we ruled in the petitioner's favor in this case that would require overruling Lindsey?

STOVER: No, not Lindsey. I think that the only dicta that's involved perhaps would be in Griffin. Griffin has some dicta that an automobile accident might require a collision. I think Lindsey would be 4-squaring overruling the petitioner's point. I don't think there's any conflict between this case and Lindsey at all.

WAINWRIGHT: You indicated that you believe the law in the line of cases we have here in Texas indicates that the motor vehicle must be in some way a cause of the injury?

STOVER: Not a cause. Causally involved. I think that it would have to be involved in the use of the vehicle in order to be covered.

WAINWRIGHT: So there only needs to be some vehiclular involvement?

STOVER: Yes. I don't think there needs to be a legal cause against the vehicle in order to impose liability.

WAINWRIGHT: And I am focusing on the specific words because as lawyers you and I know that cause and involvement are very different things legally. Would you say in this case that the motor vehicle caused your client's injury?

STOVER: Yes. Because of the agreed statement of facts that he was getting out of the vehicle and his foot became entangled in the vehicle and he fell and caught himself and sustained an injury. But for the vehicle being there, he would not have been injured. But for getting out of the vehicle he would not have been injured.

WAINWRIGHT: If you client were walking down some steps and his foot got hung on a step and he fell, there's was no foreign substance or defect in the step, would you say that the steps caused the injury?

STOVER: If I've got a policy of PIP insurance on those steps, I would say that they would be causally involved. They would be involved with him going down. It would not have occurred but for the steps being there and him having to go up and down them. But I don't think that's what we're talking about here. We're talking about a motor vehicle that requires you to get

in and out of it in order to operate it and to use it, and a policy of insurance that says we will pay medical benefits if you are injured while using that vehicle.

WAINWRIGHT: So if the motor vehicle must cause the incident, then you're position is in trouble?

STOVER: No.

WAINWRIGHT: If the motor vehicle must be involved, then you believe you're successful in your position?

STOVER: Yes.

WAINWRIGHT: If the requirement is cause, how do we come out with your client in your opinion if the requirement is legal causation verses just involvement of the motor vehicle?

STOVER: You're going to impose an obligation that the motor vehicle have something wrong with it that is a causation of the injury?

WAINWRIGHT: No. I started my question by picking up on the word you had used. You said the motor vehicle at one point must cause.

STOVER: I'm sorry for that.

WAINWRIGHT: You're sorry for that, because if the requirement is cause, then your position is a difficult one. If it's just involvement you believe you're fine. And I'm just positing an assumption. I haven't decided. I'm not sure yet.

STOVER: Yes. Of course there are many analogies that we've talked about: air bag deployment; slipping into a ditch in icy weather; blown off the road in windstorms; tire blows out and the car rolls; the car catches fire; hitting a pothole; a barge runs into a bridge and a bunch of cars went in after it; faulty exhaust system asphyxiates a driver. These things should be used and should be covered by the PIP insurance. And our case fits perfectly into that system. It's an accident involving the insured vehicle like Berry and like Lindsey.

The policy that we're talking about here does not say it requires a motor vehicle wreck, or a motor vehicle collision, or an auto wreck, or an auto collision. It says a motor vehicle accident, an accident involving a motor vehicle.

And the Griffin case is not opposed to the line of reasoning. It's a lawsuit that merely says on liability you cannot make the driver liable for a drive-by shooting by a passenger of his. It just stands to reason.

The Sturrock injury was caused by and involved by the use of the insured vehicle, and we think that it ought to be covered here. The AG's office has filed an amicus brief, very well done by Sara Wells of that office. I would ask the court to consider that. It represents the position of the Tex. Dept. of Ins. And the Texas Dept. of Ins. has issued a bulletin back in Feb. 2001 due to complaints that they had received about the adjustment of PIP claims and it explains that accident and motor vehicle accident are synonymous with the word "occurrence". And the amicus brief of the AG's office takes the position that the Sturrock case should be paid under the PIP portion of the policy.

HECHT: The amicus brief on behalf of the Nat'l Assn. of Indep. Insurers also filed after the briefing in this case. It says the CA's opinion will have a devastating impact even if limited PIP coverage.

STOVER: I don't understand that.

HECHT: Agent(?) says, the insureds are cheating everybody out of their rightful ________.

STOVER: What I don't understand about that is, is that that amicus brief on behalf of the insurance industry says that it's going to have a devastating affect on premiums and on the industry when they've been living with Berry for 27 years. Nothing has changed. They are trying to change Berry, but it hasn't changed a thing as far as what they are setting their premiums on or making their reserves on.

HECHT: Respondent argues that nobody pays attention to Berry.

STOVER: I've made a lot of money in the last 40 years using that case, and I sure would hate to lose it.

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REBUTTAL

ENOCH: Is it possible that the concern of the independent insureds is not with the decision on PIP, whether or not getting in and out of a car is necessary to the operating of the car and therefore PIP coverage? Is it possible the insurance industry is concerned that if we say PIP is defined that way, by the inverse argument uninsured motorist and third party liability coverage under the policy is expanded beyond automobile accidents to include accidents that occur when somebody's just driving an automobile, such as the dog bite case, or drive-by shootings? Is that really what's going on here? If PIP doesn't cover this getting out because it's a different focus of coverage, then under the third party liability coverage by logical extension that means third party liability coverage is much broader than the insurers had thought it would be?

LAWYER: I don't believe that's the case. I believe that the concern is, the concern on

its face that is with broadening PIP coverage.

O'NEILL: If Mr. Sturrock's best friend was in the car with him and got out the other side and had the same accident, he would be covered because he's another person, but Sturrock would not. That seems absurd.

LAWYER: I'm surprised to be saying this, but the TBI misunderstands their own policy. Once someone is a covered person everyone is treated exactly the same. A passenger is presumably a covered person. Did the passenger have a motor vehicle accident? Were they involved with another object, person, or vehicle? So a passenger, a covered person is exactly the same under PIP coverage as the driver.

O'NEILL: But under your argument, the driver could not recover under PIP, but the passenger could. Where is the reasoning in that?

LAWYER: Under our argument, no covered person could recover if the accident was not a motor vehicle accident. There are no absurd results, because every covered person is treated the same.

O'NEILL: I'm confused, because I'm looking at your another person argument. And I thought you were saying because this occurrence or accident did not involve another person it doesn't fit within the Griffin language.

LAWYER: We're definitely saying that. The absurd result that they are suggesting isn't in the policy and it's not in our interpretation in our argument here. Every covered person once you establish you are covered - passenger, driver alike - every covered person has to establish that he or she was involved in a motor vehicle accident with another person, object or vehicle.

O'NEILL: So if the passenger were getting out and had the same accident, that passenger would be covered?

LAWYER: No. Just like Mr. Sturrock is not covered. Each is a covered person and each is treated identical.

WAINWRIGHT: What if the passenger were getting out of the truck and slipped and fell into the driver and injured the driver?

LAWYER: I suppose if that were to happen the question would be whether the passenger was another person.

WAINWRIGHT: And in your opinion?

LAWYER: My opinion under those facts there would not be coverage, but that would be

the argument they would have to make.

WAINWRIGHT: Why would there not be coverage?

LAWYER: Because under that hypothetical the other person would actually be - I supposed now that I think about that's an excellent question. Another person could be another coverage.

WAINWRIGHT: I'm just asking about the rule you laid out.

LAWYER: Presuming that was a motor vehicle accident. I don't know whether getting out of a vehicle constitutes a motor vehicle accident or not. We certainly say it does not.

Counsel conceded that for his position to prevail, the court has to assume that accident and motor vehicle accident are the same. That's inconsistent with typical rules of contract interpretation which would require the court to give words their ordinary plain, generally ___ meaning.

O'NEILL: Give me the policy reason why we should read PIP more restrictively?

LAWYER: The policy reason is this other than the plain contractual reason. One should not be able to insure against one's own negligence, for one's own conduct in a no fault circumstance.

O'NEILL: I thought PIP was intended for just that situation. That's what I'm struggling with.

LAWYER: Limited to motor vehicle accidents it is. But accidents involving the ownership, maintenance, or use of a vehicle are more broad. That's where liability or uninsured motorist comes in. Those should be more broad. You should be able to protect yourself by buying insurance for someone else's negligence. But the limited purpose of PIP, which is no fault, is limited to those motor vehicle accidents regardless of fault.

WAINWRIGHT: The language in your policy says, the injury must result from a motor vehicle accident. Which means in your opinion cause, causally involved or the motor vehicle must be involved or something else?

LAWYER: I don't believe that result ___ particularly determinative here so much as the motor vehicle accident term. Because resulting from an accident, certainly there has to be some causal connection. It can't just be that you're in a car and somehow injured yourself.

WAINWRIGHT: So the car must be more than just involved in your opinion?

LAWYER: It must be a motor vehicle accident. It could be a collision or near collision.

It must be involved in the sense of involved with another person, object or vehicle.