



News

How Claims Over a Sexually-Transmitted Infection Contracted During Car Sex May Warrant Clarifying Policy Endorsements

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Hinshaw partner Daniel Shatz and attorney Timothy Odzer co-authored a byline published by the *Insurance Coverage Law Center* titled, "Is There Automobile Insurance Coverage for an STI Contracted During Car Sex?" The article examines a case in which a Missouri Court of Appeals affirmed a \$5.2 million judgment award in favor of a woman who contracted a sexually-transmitted infection (STI) after having sexual intercourse with a man in a car insured by GEICO. ICLC Editor Hannah Smith highlighted the byline as among the "[most-read](#)" stories of the week for August 8-12, 2022.

While GEICO's federal lawsuit, which will decide if their policy covers the \$5.2 million award, is still pending, Shatz and Odzer state that "[a] holding that an automobile insurance policy covers damages arising from sexual activity should understandably concern insurers and create unforeseen exposure..."

In order to avoid similar "creative exploitation by plaintiffs," the authors advise insurers to

...consider adding additional endorsements to their policies that further define and qualify available coverage so as to enumerate the permissible uses of a vehicle for which coverage may lie (i.e., actively driving, parking, transporting, etc.), as well as more explicitly defining the requisite "arising out of" relationship between such permissible uses and any ensuing injury (e.g., explaining that any ensuing injury must be caused by such use as opposed to a separate act wholly disassociated from and unrelated to the use).

[Read the full article](#) (*subscription required*)

"Is There Automobile Insurance Coverage for an STI Contracted During Car Sex?" was published by *Insurance Coverage Law Center* on August 11, 2022.

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