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FROM THE HOMEOWNER'S BACKYARD TO ANYWHERE IN THE WORLD: *MEISTER'S* UNREASONABLE EXPANSION OF HOMEOWNER'S INSURANCE COVERAGE FOR RECREATIONAL VEHICLES

Standard homeowner's insurance policies typically exclude coverage for motor vehicles. However, there is usually an exception for recreational vehicles intended for off-road use. The current standard for constructing a recreational vehicle exception was provided in ***Meister v. Utica Mutual Ins. Co.***, 573 So. 2d 128(Fla. 4th DCA 1991). In ***Meister***, the 4th DCA held that so long as the recreational vehicle was kept on an insured location, at any point in time, the recreational vehicle exception applies. However, there is one school of thought that the exception should apply only when the vehicle is on an insured location at the time of the accident.

In ***Meister***, the 4th DCA stated that so long as a recreational vehicle has ever been kept, stored or garaged on an insured location for any period of time, no matter how brief, it is forever considered "covered" under a homeowner's insurance policy. This interpretation can lead to inconsistent results. For example, it would not extend coverage to a vehicle owned by an insured where the accident occurs on an insured location, but the vehicle has been kept off the premises. Coverage should not

arise simply because the vehicle was, at some unrelated point in time, on an insured location.

The ***Meister*** construction expands the geographical scope of homeowner's coverage from the insured's backyard to anywhere in the world, so long as the vehicle had been stationed on an insured location at one point in time. Clearly, this interpretation is contrary to the purpose of a homeowner's insurance policy, which is intended to protect insureds from liability or losses occurring on or about the home.

Prior to ***Meister***, the 1st DCA rejected a construction of the "insured location" exception similar to that applied in ***Meister***. In ***Allstate Ins. Co. v. Shofner***, 573 So. 2d 51 (Fla. 1st DCA 1990), the 1st DCA found no ambiguity in an exclusion for a recreational vehicle that was owned by an insured person and was being used away from an insured premises. The 1st DCA held that proper construction of the policy language excludes coverage for accidents occurring off an insured location.

Additionally, in ***Westchester Fire Ins. Co. v. Baughn***, 257 So. 2d 904 (Fla. 1st DCA 1972), the 1st DCA reached a similar result in that the intent of the parties was to exclude from the homeowner's policy those vehicles used on the streets and highways because they should be covered by automobile insurance policies.

Meister was decided 20 years ago but its reasoning has been adopted by only one court, an Alabama appellate court in ***United Services Automobile Ass'n v. Vogel***, 733 So. 2d 401 (Ala. Civ. App. 1998). Extending ***Meister's*** rationale to other common exceptions exposes its flaws. For example, there would be exceptions for vehicles not owned by an insured or vehicles designed for assisting the handicapped.

In conclusion, applying the ***Meister*** construction forever arguably cloaks a trailer with coverage status so long as it had been stationary on an insured location at some point in time. An insurance policy should be reasonably construed; however, the construction applied in ***Meister*** taken to its logical conclusion

yields unreasonable results that cannot stand. Future courts should reject ***Meister's*** expansion of the scope of homeowner's insurance coverage.

JLH/EMS/smm/tsr

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