

In the case of Desiree Berry and State Farm Mutual Automobile Insurance Company v. Andrae Queen, the Maryland Court of Appeals examined the interpretation of "damage to property" under Maryland's Uninsured Motorist Statute, concluding that it includes loss of use damages, such as rental costs incurred while a vehicle is being repaired. This interpretation aligns with the statute's purpose of protecting insured drivers from financial burdens when involved in accidents with uninsured motorists. The court's opinion arose from two cases involving State Farm, where Andrae Queen sought reimbursement for rental car expenses after his vehicle was damaged by an uninsured motorist, and Arndrea Hoyle, whose vehicle was damaged while parked, faced partial reimbursement for her rental costs. The court emphasized that uninsured motorist coverage is mandatory in Maryland, designed to shield insured drivers from out-of-pocket expenses due to uninsured parties. The court's analysis referenced prior case law, affirming that loss of use damages are part of "damage to property" as defined in the statute, thus obligating insurers to reimburse such costs.

In Ms. Hoyle's case, State Farm denied her claim for a balance of \$55.67, leading to an administrative complaint that concluded State Farm acted arbitrarily in denying her claim. Following a hearing, the Associate Insurance Commissioner affirmed the initial determination, but State Farm's subsequent petition for judicial review resulted in a circuit court ruling favoring State Farm. The central legal question was whether the statute requires insurers to cover loss of use damages, regardless of policy limitations. The court held that "damage to property" includes loss of use damages, obligating insurers to cover rental expenses caused by uninsured drivers, despite State Farm's argument that the statute did not explicitly mention these expenses. The court underscored the need for a liberal interpretation of the statute to fulfill its remedial purpose, ensuring victims of uninsured motorists can recover damages.

The document also discusses the legal principles surrounding damages for personal property injury, particularly in motor vehicle accidents, referencing the case of Mr. Fingles, which affirmed that

damages should include both repair costs and the value of use during repairs. The Maryland Uninsured Motorist Statute mandates coverage for loss of use damages, as highlighted in the case of D'Ambrogi, where the court ruled that such damages are recoverable under the statute. The court's interpretation of the statutory language confirmed that loss of use damages are included without needing additional qualifying language. Furthermore, House Bill 144, enacted shortly before oral arguments, explicitly states that uninsured motorist coverage must include loss of use damages, responding to a prior circuit court ruling that interpreted the statute otherwise. The court determined that this new language does not change the understanding that loss of use damages were always part of the required coverage.

Ultimately, the court ruled that insurance policies excluding statutorily required coverage would be interpreted as including the minimum required coverage. It affirmed that "damage to property" encompasses loss of use damages, mandating insurers to pay for such damages regardless of policy exclusions. The court answered a certified question affirmatively, confirming that Maryland's uninsured motorist statute requires payment for loss of use damages and reversed a lower court's judgment that denied coverage, remanding the case for further proceedings.