

A married couple bought a new recreational vehicle (RV) to travel in. After the couple brought the RV home, but before they had moved any personal property into it, the RV spontaneously caught fire and was completely destroyed.

Does the couple have a viable strict products liability claim against the manufacturer of the RV?

- A. No, because the damage was only to the RV itself.
- B. No, because there is no indication that the manufacturer was negligent.
- C. Yes, because a new RV will not spontaneously catch fire in the absence of negligence by its manufacturer.
- D. Yes, because the RV was obviously defective and the manufacturer should be held strictly liable for the damage caused by the defect.

Incorrect

Correct answer A

Collecting Statistics

41 secsTime Spent

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Explanation:

A **strict products liability** claim requires proof of the following elements:

The defendant was a commercial seller (eg, manufacturer—as seen here).

The product was **defective** at the time it left the defendant's control.

The **defect caused the plaintiff physical harm** (ie, bodily harm or property damage).

As a result, claims for **purely economic loss** are **not allowed**. In products liability cases, purely economic losses include any **harm to the defective product** itself as well as **consequential damages arising therefrom** (eg, lost profits).

Here, the married couple's new RV spontaneously caught fire and was destroyed. The RV was obviously defective because RVs do not typically catch fire absent a defect. But the manufacturer should not be held strictly liable for the damage caused by the defect because the couple suffered only damage to the RV itself—not bodily harm or damage to their *other* property since they had not yet moved any personal property into the RV (**Choice D**). Therefore, the couple does *not* have a viable strict products liability claim against the manufacturer.*

*The couple could still sue the manufacturer for breach of **warranty** under a contract theory to recover for the damage to the RV itself.

(Choice B) The fact there is no indication the manufacturer was negligent does not defeat the couple's strict products liability claim. That is because strict products liability does not require proof of fault.

(Choice C) For strict products liability, the doctrine of **res ipsa loquitur** allows a product's defect to be inferred when there is no direct evidence of a defect—eg, a new RV will not spontaneously catch fire in the absence of a defect. However, the couple still does not have a viable strict products liability claim against the manufacturer because they suffered only economic loss.

Educational objective:

Strict products liability claims require proof of physical harm (ie, bodily harm or property damage). Claims for purely economic loss, including harm to the defective product itself and consequential damages arising therefrom, are not allowed.

References

Restatement (Third) of Torts: Prods. Liab. § 21 (Am. Law Inst. 1998) (explaining that a strict products liability action requires proof that the plaintiff suffered physical harm, which does not include pure economic loss).

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Elements of strict products liability

Δ was commercial seller

- Manufacturer
- Distributor
- Retailer

+

**Product defective at time
left Δ 's control**

- Manufacturing defect
- Design defect
- Failure to warn

+

**Defect caused π
physical harm**

- Bodily harm
- Property damage

π = plaintiff; Δ = defendant