Circuit Court for Prince George's County
Case No. C-16-CV-23-004750

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2306

September Term, 2024

TYSHENA CALDWELL

v.

ESTATE OF JAMES TILLMAN, ET AL.

Reed,
Shaw,
Kenney, James A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Shaw, J.

Filed: July 8, 2026

This is an appeal from the grant of summary judgment by the Circuit Court for Prince George's County. In 2021, Appellant Tyshena Caldwell was involved in an automobile accident and suffered injuries. She filed an uninsured motorist complaint and later, a complaint for declaratory judgment against Appellee; the estate of James Tillman III, the driver and permissive user of the automobile, who died during the accident; GEICO; and Catherine and Theodore Caldwell. The parties filed motions for summary judgment in response to the declaratory judgment complaint, a hearing was held, and the court granted the motion filed by GEICO. The court then entered judgment in GEICO's favor.

Appellant noted this timely appeal, and presents two questions for our review, which we have rephrased and reordered[1]:

1. Did the circuit court err in holding that the GEICO insurance policy included Appellant in its household exclusion provision?
2. Did the circuit court err in holding that GEICO satisfied its obligation to offer supplemental resident relative liability coverage?

[1]Appellant's original questions were:

1. Did the Circuit Court err in granting Defendant/Appellee's Motion for Summary Judgment and denying Plaintiff/Appellant's Motion for Summary Judgment when the record on appeal showed that the unrefuted factual evidence supported a finding that GEICO did not satisfy their burden under Maryland Ann. Code. Insurance Art. 19-504.1(c)?

2. Did the Circuit err in holding that the GECIO insurance policy at issue in this case unambiguously included Plaintiff within the ambit of its household exclusion provision under the facts here?

3. Did the Circuit Court err in holding that the household exclusion was applicable when the individual whose negligent conduct triggered liability coverage was a permissible user who was neither a relative nor household member of the named insured(s)?

For the following reasons, we hold the court did not err and we affirm the judgment.

BACKGROUND

On March 15, 2021, Appellant, Tyshena Caldwell was involved in an automobile accident, as a passenger in a vehicle driven by her boyfriend, James Tillman III, who died in the accident and was a permissive user. The vehicle was owned and insured by Appellant's parents and co-residents, Catherine and Theodore Caldwell, with GEICO Casualty Company (hereinafter, "GEICO"). On the policy's declarations page, Catherine and Theodore Caldwell were listed as the "Named Insured", and Appellant was listed as an "Additional Driver." The policy included Section 1- Liability Coverage, which limits bodily injury claims to $300,000 per person/$500,000 per occurrence, subject to a household exclusion that limits bodily injury liability coverage for claims made by resident relatives to Maryland's statutory minimum limits of $30,000 per person/$60,000 per occurrence. The policy also contains the following language:

> Under Section 1, we will pay damages which an insured becomes legally obligated to pay because of:
>
> 1. ***Bodily injury***, sustained by a person, and
> 2. Damage to or destruction of property,
>
> arising out of the ownership, maintenance, or use of the owned auto or non-owned auto. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

The policy specifies that "bodily injury" means "bodily injury to a person, including resulting sickness, disease or death." The household exclusion in the policy states:

> Section 1 does not apply to any claim or suit for damage if one or more of the exclusions listed below applies:

1. To **Bodily injury** to any **insured**, or to any **relative** of an **insured** residing in his household in excess of the financial responsibility limits required by Maryland law. This exclusion does not apply if the first named insured has purchased Supplemental Resident Relative Liability Coverage.

The policy also states, in relevant part, that Section 1 of the policy applies to the following:

PERSONS INSURED
Section 1 applies to the following as insureds with regard to an owned auto:
1. **You** and **Your relatives**
2. Any other person using the auto with **your** permission. The actual use must be within the scope of that permission.

The term "relative" is defined as a "person related to you who resides in your household." In 2023, Appellant filed an initial "Uninsured Motorist Complaint" against Appellee, the estate of James Tillman III, who was the driver and permissive user of the automobile, GEICO, and the Caldwell's. Appellant later filed an amended complaint seeking a declaratory judgment. Appellant and Appellee then filed motions for summary judgment.

On May 30, 2024, Appellant provided deposition testimony. Caldwell stated that she lived at the address listed in the policy with her mom, dad, and daughter at the time of the accident. Appellant stated that she had no knowledge about the insurance policy and that her "mom really handles that." Appellant testified that she never received a letter from GEICO about the coverage.

The parties appeared on January 21, 2025, for a hearing on the motions for summary judgment. Appellant's counsel argued that Appellant should receive the full $500,000 policy limit due to the severity of her injuries and the damages that far exceeded the $300,000 per person limit. Appellant's counsel explained that Catherine and Theodore

Caldwell were the only individuals listed as named insureds, and that Appellant was identified solely as an additional driver. Appellant's counsel argued that the policy's exclusion clause did not apply to Appellant, that the policy was ambiguous, and that the ambiguity should be construed against the insurer. According to Appellant, "if the permissive user and if the person who is injured are both members of the same household, the exclusion applies." If however, the driver was a permissive user and not a member of the household, or a relative of the household, the exclusion does not apply. Appellant's counsel also contended that GEICO did not comply with Md. Code Ann., Ins. § 19-504.1 because Appellant was not presented with an offer to purchase Supplemental Residential Relative Liability Coverage.

Counsel for Appellee, GEICO, argued that the household exclusion was within the contract that the Caldwells agreed to. Appellant was a named insured on the declaration page, a relative of the Caldwells, who are her parents, and because she was living with them at the time of the accident, the exclusion applied. Appellee's counsel further explained that the Caldwells declined to purchase supplemental insurance.

Appellant's counsel countered that Appellant was not a named insured but was listed as an additional driver. Appellant's counsel also pointed to an affidavit by Catherine Caldwell, stating that Supplemental Residential Relative Liability Coverage was not offered to her.

For the court's consideration of the motions for summary judgment, various exhibits were admitted into evidence. Appellant's exhibits were Exhibit 1, the policy that was mailed; Exhibit 2, the deposition of the Appellant; Exhibit 3, the full medical bill of her damages; and Exhibit 4, the affidavit of Catherine Caldwell, with a letter that was sent from GEICO. Appellee's exhibits were Exhibit 1, a certified copy of the insurance policy; Exhibit 2, the deposition of Appellant, Tynesha Caldwell; and Exhibit 3, a disclaimer letter from GEICO to the Caldwells.

The court took the matter under advisement, and on January 22, 2025, granted GEICO's motion for summary judgment. The court ruled that Appellant's recovery for bodily injury was limited to the statutory minimum limits of $30,000 per person/$60,000 per occurrence, pursuant to the policy's household exclusion. The court also found that Appellee satisfied its legal obligation to offer Supplemental Resident Relative Liability Coverage. The court held that the named insured's decision not to purchase additional coverage did not alter the enforceability of the household exclusion or increase the policy limits.

STANDARD OF REVIEW

"Summary judgment is proper when 'there is no genuine dispute as to any material fact and that the [moving] party is entitled to judgment as a matter of law.'" *Bd. of Cnty. Comm'rs of St. Mary's Cnty. v. Aiken*, 483 Md. 590, 616 (2023); Md. Rule 2-501(a). "We review the circuit court's grant of summary judgment *de novo*. We conduct an independent review of the record to determine whether a dispute of material facts exists and whether the moving party is entitled to judgment as a matter of law." *Gambrill v. Bd. of Educ. of Dorchester Cnty.*, 481 Md. 274, 297 (2022). "In reviewing a declaratory judgment entered pursuant to a motion for summary judgment, we determine whether it was correct as a matter of law and accord deference to the circuit court's legal conclusions." *Aiken*, 483 Md. at 616 (quoting *Emerald Hills Homewoners' Ass'n, Inc. v. Peters*, 446 Md. 155, 161 (2016)).

DISCUSSION

I. The court did not err in holding that the GEICO insurance policy included Appellant in its household exclusion provision.

"The purpose of the Maryland compulsory insurance statutes is to [assure] recovery for innocent victims of motor vehicle accidents." *Stearman v. State Farm Mut. Auto. Ins. Co*., 381 Md. 436, 444 (2004) (internal citations omitted). Md. Code Ann., Transp. § 17-103(b)(1) requires every owner of a motor vehicle registered in Maryland to maintain a liability insurance policy with specified minimum coverage amounts: specifically, $30,000 per person and up to $60,000 for any two or more persons. Md. Code Ann., Ins. § 19-504 states that: "Each motor vehicle liability insurance policy issued, sold, or delivered in the State shall provide the minimum liability coverage specified in Title 17 of the Transportation Article." Our Supreme Court has explained that Maryland's compulsory automobile insurance statutes do not prohibit insurers from excluding coverage above the statutory minimum. *Stearman*, 381 Md. at 444. "Parties are free to contract as they wish" so long as an insurance policy provides the minimum coverage specifically required by statute. *Stickley v. State Farm Fire & Cas. Co*., 431 Md. 347, 366 (2013). Under Md. Code Ann., Ins. § 19-504.1(b), insurers are required to offer their named insureds an opportunity to buy "coverage for claims made by a family member in the same amount as the liability coverage for claims made by a nonfamily member under the policy or binder."

"In interpreting the provisions of an insurance policy, [Maryland courts] rely on the same principles . . . [applied] to traditional contracts." *White Pine Insurance Company v. Taylor*, 233 Md. App. 479, 498 (2017) (citing *Bailer v. Erie Ins. Exch*., 244 Md. 515, 521 (2000)). Thus, "[i]n construing insurance contracts in Maryland, we give the words of the contract their ordinary and accepted meaning, looking to the intention of the parties from the instrument as a whole." *Id*. (quoting *Finci v. American Cas. Co.*, 323 Md. 358, 369-70 (1991)). "[A]ny ambiguity will be 'construed liberally in favor of the insured and against the insurer as the drafter of the instrument.'" *Id*. at 499-500 (quoting *Md. Cas. Co. v. Blackstone Int'l Ltd*., 442 Md. 685, 695 (2015)).

Appellant argues that the court erred in denying her motion for summary judgment. She asserts that her liability claim was against James Tillman, who was neither a relative nor a member of the Caldwell household, and therefore, the household exclusion does not apply. Appellant argues that the policy's language focuses on the person who suffers the bodily injury, not the person who inflicted it. Appellant contends that the household exclusion is not applicable because the only person "legally obligated to pay because of bodily injury sustained by the Appellant was the Appellee, the estate of the decedent driver, James Tillman."

Appellee argues that the household exclusion clause unambiguously applies to Appellant because the exclusion bars liability for any bodily injury suffered by "any insured" or "any relative of an insured residing in his household." Appellant was both an insured and a named insured who resided in the named insured's household.

Wilson v. Nationwide Mut. Ins. Co., 395 Md. 524 (2006) is instructive. There, our Supreme Court examined the validity of Nationwide Mutual Insurance Company's commercial automobile liability fellow employee exclusion. 395 Md. at 525. The case involved a serious automobile accident where two employees of Allegheny Industries, Inc., Wilson (passenger) and McFarland (driver), in a company vehicle insured by Nationwide under a business automobile policy, were injured. *Id*. McFarland caused the accident, seriously injuring Wilson, who then filed a complaint for declaratory judgment against McFarland, Nationwide Mutual Insurance Company, and his employer, Allegheny, in the circuit court. *Id*. Allegheny's business automobile policy with Nationwide included liability coverage in the amount of $1,000,000. The policy provided, in relevant part:

> **SECTION II—LIABILITY COVERAGE**
>
> A. Coverage.
>
> We will pay all sums an 'insured' legally must pay as damages because of 'bodily injury' or 'property damage' to which this insurance applies, caused by an 'accident' and resulting from the ownership, maintenance or use of a covered 'auto.'
>
> 1. *Who is An Insured*
> The following are 'insureds':
>
> a. You for any covered 'auto.'
> b. Anyone else while using with your permission a covered "auto" you own, hire or borrow.
>
> * * *

> B. Exclusions
>
> This insurance does not apply to any of the following:
>
> 5. Fellow Employee
> 'Bodily injury' to any fellow 'employee' of the 'insured' arising out of and during the fellow 'employee's' employment or while performing duties related to the conduct of your business.

Id. at 528. The appellant argued that Nationwide's attempt to reduce liability coverage from the stated policy amount of $1,000,000 per person to the then statutory minimum of $20,000 per person was unlawful. *Id*. at 531. The circuit court ruled in favor of the appellant, declaring the exclusion invalid. *Id*. at 525. Nationwide appealed, and our Court reversed the circuit court's ruling. *Id*. Our Supreme Court granted certiorari, and held that the exclusion was applicable to Wilson, the passenger, as a fellow employee of the insured. *Id*. at 527. The Court found that the exclusion was enforceable, and that it complied with "Maryland's compulsory automobile insurance statute." *Id*. at 537. The Court explained that "effectively, Allegheny contracted with Nationwide to provide the statutorily required minimum for any liability incurred as a result of a fellow employee accident." *Id*.

Stearman v. State Farm Mut. Auto. Ins. Co., 381 Md. 436 (2006) is also instructive. In that case, the insured, who was injured as a passenger in a vehicle driven by her spouse, brought an action against State Farm Mutual Automobile Insurance Company and her husband in the circuit court, seeking a declaratory judgment that the household exclusion was invalid. *Id*. at 438. The circuit court granted State Farm's motion for summary judgment, and declared that the household exclusion was valid. *Id*. Our Supreme Court granted certiorari and ultimately affirmed the circuit court.

The insurance policy, there, included the following language defining who qualified as an insured, as well as an exclusion section:

> **Who is an Insured**
> When we refer to ***your car, a newly acquired car*** or a ***temporary substitute car, insured*** means:
> 1. ***you;***
> 2. ***your spouse;***
> 3. the ***relatives*** of the first ***person*** named in the declarations;
> 4. any other ***person*** while using such a ***car*** if its use is within the scope of consent of ***you*** or ***your spouse;*** and
> 5. any other ***person*** or organization liable for the use of such a ***car*** by one of the above ***insureds.***
>
> (Emphasis in the original.)
>
> **When Coverage Does Not Apply.**
> In addition to the limitations of coverage in **Who is an Insured** and **Trailer Coverage:**
> THERE IS NO COVERAGE:
>
> * * *
>
> 2. FOR ANY ***BODILY INJURY*** TO:
>
> * * *
>
> ANY ***INSURED*** OR ANY MEMBER OF AN ***INSURED'S*** FAMILY RESIDING IN THE ***INSURED'S*** HOUSEHOLD TO THE EXTENT THE LIMITS OF LIABILITY OF THIS POLICY EXCEED THE LIMITS OF LIABILITY REQUIRED BY LAW.

Id. at 439. Our Supreme Court held that the household exclusion was valid even though the policy otherwise provided liability coverage in excess of the statutory minimum liability limits. *Id.* at 448. The Court found that "there is no indication that the General Assembly's purpose in enacting the compulsory insurance statutes was to assure *complete insurance* recovery for all victims." *Id*. at 449.

In the present case, the household exclusion language is quite similar to the exclusion language in *Wilson* and *Stearman*. The GEICO insurance policy, here, includes a section that identifies who qualifies as an "Insured" and it states, "You" and "Your relative." It then defines "relative" as "a person related to you who resides in your household." As we see it, "You" specifically refers to Catherine and Theodore Caldwell, who are listed as the insured individuals, and the term "Yours" refers to Appellant, the Caldwell's daughter, who resides in the home.

The policy exclusion language clearly states that it applies to "bodily injury suffered by any relative or household member of the insured." We note that it is not in dispute that Appellant suffered bodily injury, and that she was a relative and household member. It is also undisputed that Appellant was listed as an additional driver, and therefore, a permissive user of her parent's vehicle. It is further undisputed that James Tillman was a permissive user at the time of the accident.

In examining the policy and the undisputed facts, we hold that Appellant was an "insured", and the policy included Appellant within the ambit of its household exclusion. We reject Appellant's argument that the exclusion is only applicable to the driver of the vehicle against whom the liability claim was asserted as being in contravention of a plain reading of the policy.

II. The circuit court did not err in holding that GEICO satisfied its obligation to offer supplemental resident relative liability coverage.

Under Md. Code Ann., Ins. § 19-504.1(b), an "insurer shall offer to the first named insured under a policy or binder of private motor vehicle liability insurance liability coverage for claims made by a family member in the same amount as the liability coverage for claims made by a nonfamily member under the policy or binder."

Appellant argues that the court erred in determining that GEICO satisfied its legal obligation. She contends that GEICO failed to offer her parents Supplemental Resident Relative coverage, pursuant to Md. Code Ann., Ins. § 19-504.1(b) and therefore, GEICO is obligated to pay the full amount of her claim. Appellee argues that Appellant never raised GEICO's alleged failure to offer such coverage in her complaint, and therefore, she failed to preserve the argument. Appellee also argues that the court's decision was correct because the only admissible evidence in front of it was the policy, and the GEICO letter showing that Appellant had declined Supplemental Residential Resident Liability coverage.

We note, initially, that while Appellant did not include the issue in her complaint, it was raised at the circuit court level, and both parties agreed to the issues to be determined at the hearing and the admissibility of the exhibits. Md. Rule 8-131(a). Therefore, Md. Rule 8-131(a) permits our review.

Maryland Rule 2-501(a) states that "any party may file a written motion for summary judgment on all or part of an action on the ground that there is no genuine dispute as to any material fact and that the party is entitled to judgment as a matter of law." Maryland Rule 2-501(b) also states:

> A response to a written motion for summary judgment shall be in writing and shall (1) identify with particularity each material facts to which it contended that there is a genuine dispute and (2) as to each such fact, identify and attach the relevant portion of the specific document, discovery response, transcript of testimony (by page and line), or other statement under oath that demonstrates the dispute. A response asserting the existence of a material fact or controverting any fact contained in the record shall be supported by an affidavit or other written statement under oath.

Md. Rule 2-501(b). And Maryland Rule 2-501(c) states that, "An affidavit supporting or opposing a motion for summary judgment shall be based upon personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated in the affidavit." Md. Rule 2-501(c).

In *In re Carpenter*, 264 Md. App. 138, 168-73 (2024), this Court examined whether the Appellant's reliance on an affidavit was sufficient to overcome a motion for summary judgment. There, the appellants filed a petition for judicial review challenging the decision by the Baltimore County Board of Appeals affirming a redevelopment plan and granting related zoning variances for the proposed redevelopment of mill property. *Id*. at 147. The appellees filed a motion to dismiss for lack of standing, or in the alternative, for summary judgment, and the circuit court heard arguments from both parties regarding the owners' motion for summary judgment. *Id*. at 163-64. No witness testified, and no additional evidence was introduced at the hearing, as the parties for the most part argued the motion based on the exhibits attached to their respective filings, including the appellant's affidavits. *Id*. The circuit court concluded that none of the appellants had standing to bring the lawsuit and granted the appellees' motion for summary judgment. *Id*. at 167.

On appeal, the appellants relied extensively on their affidavits, as they did before the circuit court, and contended that the circuit court "'mistakenly failed to consider' factual statements contained in their affidavits." *Id*. at 170. The appellant's affidavit contained the following affirmation, "I solemnly affirm under the penalties of perjury that the contents of the foregoing are true to the *best of my knowledge*, *information, and belief*."

Id. at 172. (Emphasis added). Our Court explained that affidavits submitted to oppose a motion for summary judgment must be based on "personal knowledge of the one swearing out an affidavit." *Id*. We referenced our Supreme Court, in *Muskin v. State Dept. of Assessment and Taxation*, 422 Md. 544, 567 (2011), explaining that "[t]he phrase 'to the best of my knowledge' implies an acceptable margin of error in the declarant's statement." *Id*. We held that the affidavits that contain that language "must be disregarded under Maryland Rule 2-501(c)" and are insufficient to create a genuine dispute of material fact. *Id*. at 173.

Here, Appellant's affidavit, which was Exhibit 4, did not assert personal knowledge as required under Maryland Rule 2-501(c). Rather, it states that it is "to the best of her knowledge information and belief" that she was not provided Supplemental Resident Relative Coverage. The affidavit was, thus, insufficient. As such, the court had before it one document which stated that the insured declined the supplemental coverage. Based on this record, there was no dispute of material fact and the court did not err in finding that GEICO had satisfied its legal obligation.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.