United States Court of Appeals
For the Eighth Circuit

No. 25-2563

Asli Jama,

Plaintiff - Appellant,

v.

Berkshire Hathaway Homestate Insurance Company,

Defendant - Appellee.

Appeal from United States District Court
for the District of Minnesota

Submitted: March 19, 2026
Filed: August 20, 2026

Before COLLOTON, Chief Judge, GRUENDER and KOBES, Circuit Judges.

COLLOTON, Chief Judge.

Asli Jama was injured when struck by a car while crossing a street. Jama sued Berkshire Hathaway Homestate Insurance Company, seeking a declaratory judgment that her injuries are covered by an insurance policy issued to Jama's employer to cover a company car. The district court[*] determined that Jama was not entitled to coverage because she was not "occupying" the covered vehicle at the time of the incident, and thus was not an "insured" under the policy. Jama appeals, and we affirm.

The incident occurred on July 7, 2020, in Minneapolis. Jama drove a Honda Odyssey that was owned by her employer, 2nd Home Childcare, LLC. Jama parked the vehicle and walked across the street to a market. While returning back across the street to the Honda, a hit-and-run vehicle struck Jama and injured her.

Berkshire Hathaway issued an insurance policy to 2nd Home Childcare that was in effect at the time of the incident. The policy provides for "uninsured and underinsured motorists coverage." The policy states that Berkshire Hathaway "will pay all sums the 'insured' is legally entitled to recover as compensatory damages from the owner or driver of an 'uninsured motor vehicle' or 'underinsured motor vehicle.'" A "hit-and-run vehicle" qualifies as an "uninsured motor vehicle."

2nd Home Childcare, LLC is listed as the "Named Insured" under the policy. When a limited liability company is designated as the "Named Insured," an "insured" includes "[a]nyone 'occupying' a covered 'auto.'" The Honda Odyssey is a "covered auto" under the policy, and "occupying" is defined as "in, upon, getting in, on, out or off."

Jama sued Berkshire Hathaway in Minnesota state court, and alleged that she "was in the act of getting into the 2008 Honda Odyssey when she was hit by the uninsured motorist." Jama sought to recover "uninsured motorist benefits" under the

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[*]The Honorable Jeffrey M. Bryan, United States District Judge for the District of Minnesota.

policy for injuries sustained as a result of the accident. Berkshire Hathaway removed the case to federal court based on diversity jurisdiction. *See* 28 U.S.C. § 1332.

Berkshire Hathaway moved for summary judgment, and argued that Jama was not entitled to coverage because she was not "occupying" the Honda Odyssey when the injury occurred. The district court agreed and granted the company's motion.

On appeal, Jama does not contend that she was "occupying" the company car within the meaning of the insurance policy when the accident occurred. Instead, she argues that under Minnesota law, she is entitled to coverage if she was "using" the vehicle and if her injuries were a "natural and reasonable incident or consequence" of that use.

Jama relies on *Dougherty v. State Farm Mutual Insurance Co.*, 699 N.W.2d 741 (Minn. 2005), where the Minnesota Supreme Court held that a person insured by State Farm was entitled to no-fault insurance benefits for injuries that were a natural consequence of her use of a vehicle. *Id.* at 745-46. The court observed that the Minnesota No-Fault Automobile Insurance Act provides for "economic loss benefits" for injuries "arising out of maintenance or use of a motor vehicle." *Id.* at 743; *see* Minn. Stat. § 65B.46, subdiv. 1. The court ruled that these benefits were available to a woman who suffered frostbite after crawling to her apartment when her car became stuck in a snowdrift. The court reasoned that the injuries arose out of the maintenance or use of a motor vehicle because the driver's effort to seek help or safety was "a natural and reasonable incident or consequence" of her use of the vehicle. 699 N.W.2d at 745-46 (internal quotation omitted).

As the district court observed, however, *Dougherty* concerned an action brought by an insured person under the policy at issue. Jama, by contrast, was not an "insured" under the policy issued by Berkshire Hathaway unless she was "occupying" the covered vehicle owned by her employer. Jama did not own a vehicle in her name, and she is not suing on a policy under which she is the insured party. *Dougherty*'s conclusion that an insured person may recover for the natural consequences of using a vehicle thus does not apply to Jama and a policy under which she is not an "insured."

Insofar as Jama argues that Minnesota law allows her to recover from the insurance company even though she is not an insured, we disagree. The No-Fault Act provides that if at the time of an accident, an injured person is "not occupying" a motor vehicle, then the injured person is entitled to select a limit of liability "afforded by a policy *under which the injured person is insured*." Minn. Stat. § 65B.49, subdiv. 3a(5) (emphasis added). Jama was not insured under the Berkshire Hathaway policy, so the statute does not dictate that she is entitled to recovery. By affording coverage to persons "occupying" the vehicle, the Berkshire Hathaway policy goes beyond the minimum definition of "insured" in the No-Fault Act, *see* Minn. Stat. § 65B.43, subdiv. 5, and "[t]here is no statutory or public policy basis to expand coverage not required and not contracted for." *Gieser v. Home Indem. Co.*, 484 N.W.2d 256, 257 (Minn. Ct. App. 1992).

Jama cannot recover under this policy simply because her injuries may have been a natural and reasonable incident or consequence of using the company car. Because it is undisputed that Jama was not "occupying" the vehicle at the time of the accident, she was not an "insured" under the policy, and her claim therefore fails.

The judgment of the district court is affirmed.