

## OHIO CASE SUMMARIES

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**Ohio case summaries will be provided on a continuing basis every Wednesday and Friday of each week (excluding holidays). Summaries include brief descriptions of cases decided in the past week by the Ohio Supreme Court and lower appellate courts on issues related to insurance law. To discontinue receiving this service, please call Jared Wagner at 937-224-3333 or email Jared at [jawagner@green-law.com](mailto:jawagner@green-law.com).**

Court of Appeals: Twelfth District

Case Name: Morner v. Giuliano, 2006-Ohio-2943

Decided: June 12, 2006 (posted June 12, 2006)

Issue(s): Homeowner's Policy/Definition of Accident/Intended Injury Exclusion

Summary of Opinion: Defendant was attending a party at the Co-Defendant's parents' house. During the course of the party, Defendant obtained Co-Defendant's BB gun and began shooting some of the guests to "get a rise" out of them. Eventually, Defendant shot one of his fellow partygoers in the eye, causing permanent blindness. As a result, the injured party brought suit against the Defendant, the Co-Defendant, and the Co-Defendant's parents. The Defendant's father had a homeowners insurance policy through State Farm at the time of the accident, which provided coverage only for those injuries caused by unintended or unexpected events. In response to the law suit, State Farm filed an intervening complaint for summary judgment, alleging that Defendant was not covered under his father's homeowner's policy because his actions were intentional. The trial court agreed with State Farm and granted it summary judgment. In affirming the trial court, the Twelfth District adopted the majority rule, which holds that a injury will be found to be intentional if the insured intended to do a particular act and intended to do some harm, even if the harm actually done was radically different from the harm that was actually intended. The court rejected the minority rule that says a determination of whether th act was intentional should follow the classic tort doctrine of looking to the natural and probable consequences of the insured's actions. The court also rejected the view that the insured must have had specific intent to cause the specific injury suffered to be considered intentional.

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