

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 Adam Webber at 937.224.3333 or send an email to arwebber@green-law.com.

Court of Appeals: Second District Court of Appeals

Case Name: United Ohio Ins. Co. v. Mantle, 2008-Ohio-3494

Decided: July 11, 2008

Issue(s): Insurance coverage for personal injuries sustained during a fist fight

Summary of Opinion: Tony Mantle and Nathan Sluss were next-door neighbors. Mantle and Sluss got into a fight when Sluss' vehicle ran over a large rock that separated their properties. The parties' recollection of the altercation differed, but at the end of the fight, Sluss was severely injured. Mantle was charged with one count of felonious assault and entered a "no contest" plea.

Sluss commenced a personal injury action against Mantle alleging assault, battery, and negligence. Mantle's answer pled self-defense. United Ohio Insurance Company, the issuer of Mantle's homeowner's insurance policy, sought a declaration that it had no duty to defend or indemnify Mantle in connection with the personal injury action. It relied on an exclusion in its' policy for "expected or intended bodily injury by an insured." This provision was limited, however, by a separate provision that stated the exclusion "does not apply to bodily injuries resulting from the use of reasonable force by an insured to protect persons or property."

The Court held that the bodily injuries inflicted on Sluss during their fight were clearly intended or expected given the facts surrounding the fight and Mantle's subsequent conviction for felonious assault. On the issue of whether Mantle had acted in self-defense, there was conflicting testimony on who started the fight and whether one or both of the men tried to withdraw from the fight. The Court noted that the defense of self-defense will

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apply if a person is not at fault including the situation or if the person helped to create the situation but then (1) attempted to withdraw from the conflict in good faith as far as they possibly can and (2) they announce a desire for peace.

The Court held that although Mantle may have attempted to withdraw from the fight, he did not announce a desire for peace and thus could not demonstrate a genuine issue of material fact as to whether he acted in self-defense. Therefore, the Court held that Mantle was not entitled to coverage under United Ohio's policy due to the exclusion for injuries intentionally inflicted by the insured.

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