

# HOME OWNERS INSURANCE

Membership Magazine December 2024



682-238-8161 | Email: [selfdefensefund@gmail.com](mailto:selfdefensefund@gmail.com) | [www.selfdefensefund.net](http://www.selfdefensefund.net)

## If I shoot an intruder in my home will my home insurance cover me?

Quick Answer - 99 % “No”. It is everyone’s worst nightmare: an intruder in the home in the middle of the night. Most of us would do whatever is necessary to protect our loved ones and our property from unwelcome strangers, including acts of self-defense that may cause injuries or even death to the uninvited person.

### **Many have asked does my home insurance policy cover acts of self-defense?**

If you think the answer is yes, you may be wrong. Whether you turn your dog loose on a prowler, punch a threatening neighbor or shoot a burglar, your homeowner’s liability insurance may not cover damages related to these acts of self-defense.

If you shoot a burglar who breaks into your home, and he/she sues you, your home insurance likely will offer “no protection.” Yet a specialty product offered by a handful of insurers, called self-defense insurance, covers homeowners in exactly that situation only for criminal litigation and not for civil.

Some homeowners buy guns with the intention of protecting their families and property. But they might not consider the legal and financial aftermath of using it.

### **What would happen if you shot an intruder? Would your homeowner’s liability insurance pay damages that result from acts of self-defense?**

Actually, many policies specifically exclude coverage for damages that you cause intentionally. For instance, say you get in a fist fight with your neighbor and give him a concussion. Chances are, your insurance will not cover his medical bills and the resulting lawsuit, even if you have a potent liability policy. This provision to exclude intentional acts is technically known as the “intentional injury exclusion,” according to the International Risk Management Institute.

If your policy contains this exclusion, even acts of self-defense can be considered intentional and any legal costs that arise generally will not be covered under your homeowner’s insurance. In other



words, if you shoot a burglar who breaks into your home, and he sues you, your home insurance likely will offer no protection.

Having SDF protection can give gun owners peace of mind -- especially given the legal maze they might have to navigate after shooting in self-defense. Courts are split as to how acts of self-defense relate to the intentional injury exclusion. The answer may come down to your jurisdiction, the specific wording of your policy and the court's interpretation of it.

In some cases, the courts have found that self-defense is not covered. For example, the 2005 case *Automobile Insurance Co. of Hartford v. Alfred S. Cook* involved a homeowner who shot and killed an acquaintance who attacked him. After the victim's estate brought a lawsuit, the homeowner sought coverage and sued his home insurance company when coverage was denied.

A New York appellate court found that, because the death didn't stem from an accident, the homeowner's civil legal fees were not covered.

On the other hand, some courts have found that homeowners acting in self-defense can leapfrog over the intentional injury exclusion. And some home insurance policies even include an exception to the intentional injury rule for "injury resulting from the use of reasonable force to protect persons or property," according to the International Risk Management Institute.

Obviously, most homeowners hope to never have to resort to violent acts of self-defense. But if you keep a gun in your home, it may pay off to investigate whether an act of self-defense would fall under intentional injury exclusion in your homeowner's insurance policy.

## **It's all about intent**

Even if the law recognizes your right to defend yourself, insurance companies see it differently, according to the International Risk Management Institute (IRMI). Policies often contain an intentional



injury exclusion, which defines self-defense as an intentional act and therefore excluded from compensation.

If someone is accidentally injured on your property, your home insurance liability coverage will cover medical bills and the resulting legal fees. But if you fire a gun at an intruder or defend yourself or family with any weapon and you end up in court, the deliberateness of the act (even if it was in self-defense) means that your home insurance policy will not cover the resulting costs.

There is some disagreement about such exclusions, according to IRMI. Some courts have sided with insurers, while others have sided with homeowners. Some policies contain what's called a "reasonable force exception." If your policy has one, you'll be covered for injuries you deliberately cause, as long as they result from the use of "reasonable force to protect persons or property," according to IRMI.

## **What happens if you shoot a burglar and he sues?**

I know it is crazy, ridiculous, and out of control. Someone who breaks into your house and then they sue because they got hurt. It's happened many times.

To those that say, "Well make sure you don't give them a chance to sue!" (i.e. shoot them dead)- the family could always sue, so I don't think you'll get away from that possibility.

There are other situations in the home that may also require self-defense, such as arguments among guests or with neighbors, resulting in injuries. In that scenario, and given today's litigious inclinations, it is likely that the injured party or his/her family will bring a legal action seeking damages for the alleged injuries.

## **Are homeowners protected by homeowners' liability insurance for damages that result from the homeowners' acts of self-defense?**

Homeowner's liability policies contain a provision that excludes coverage for injury or damage caused intentionally by or at the direction of the insured, often referred to by the courts as the "intentional injury exclusion." The courts of various jurisdictions are equally split as to whether injuries committed in self-defense are intentional and expected and thereby excluded by the intentional injury exclusion in the homeowner's liability policy.

## **The "Reasonable Force" Exception**

As with all homeowners' insurance coverage disputes, the determination of whether the intentional injury exclusion applies to injuries caused by acts of self-defense depends on the exact wording of the exclusions and the policy as a whole.

Some liability policies include an exception to the intentional injury exclusion for "bodily injury resulting from the use of reasonable force to protect persons or property." If the exclusion includes this exception, or one similar, the intentional injury exclusion will not apply to circumstances where the insured uses reasonable force in defending himself, others, or property.

Check your homeowners' policy. Anyone who has obtained or might obtain a concealed-carry

license and is considering carrying a firearm for self-defense needs to know what their home owners insurance covers.

Many American residents are now licensed or seeking licenses to carry firearms under their state's concealed carry law. Experts caution that gun owners shouldn't count on standard homeowners insurance to cover the legal costs if they shoot someone.

Even in cases where a shooting is ruled justifiable and done in self-defense, a gun owner could face thousands of dollars in legal expenses.

Believe me, it is murky waters. Each individual situation stands on its own whenever there is that type of claim. There are just so many curveballs that come into this.

Much of the uncertainty comes down to nuanced language that goes something like this: Shooting an intruder in your home or an armed robber in a public place is generally considered an intentional act. And insurance companies sell homeowners insurance primarily to cover accidents, not intentional acts.

There's no way to know whether your insurance would cover expenses related to a self-defense shooting without checking your specific policy's language. Experts say some insurance policies make exceptions for self-defense. Others don't.

A spokeswoman for State Farm Insurance declined to answer whether a policyholder would be covered in the event of a shooting. "With insurance liability issues it's just not possible to provide yes or no answers to hypothetical situations," the spokeswoman said in an email.

## **The "Reasonable Force" Exception**

As with all coverage disputes, the determination of whether the intentional injury exclusion applies to injuries caused by acts of self-defense depends on the exact wording of the exclusion and the policy as a whole.



Some liability policies include an exception to the intentional injury exclusion for “bodily injury resulting from the use of reasonable force to protect persons or property.” If the exclusion includes this exception, or one similar, the intentional injury exclusion will not apply to circumstances where the insured uses reasonable force in defending himself, others, or property.

See *Glover v. Allstate Ins. Co.*, 229 Ga. App. 235, 493 S.E.2d 612 (1997) (exclusion in family liability provisions of homeowners insurance policy, excluding damage for bodily injury or property damage resulting from any willful act or omission that is a crime unless such act or omission was for the preservation of life or property, applied to preclude coverage for shooting of innocent bystander by homeowners’ child who fired gun in attempt to apprehend individuals who had assaulted him while trying to steal his vehicle).

Case Law Supporting The Fact - You Are Not covered *Aetna Cas. and Sur. Co. v. Griss*, 568 S.2d 903 (Fla. 1990) (use of deadly force in self-defense constitutes intentional conduct causing harm to another within exclusionary provision of homeowners policy);

*Home Ins. Co. v. Neilsen*, 165 Ind. App. 445, 332 N.E.2d 240 (1975) (intentional injury exclusion applied to insured’s conduct of striking neighbor in face in self-defense);

*Nationwide Mut. Fire Ins. Co. v. Mitchell by & Through Seymour*, 911 F. Supp. 230 (S.D. Miss. 1995) (insured’s attack on victim in defense of insured’s mother was not excepted from intentional injury exclusion in homeowners policy).

