

IN THE SUPREME COURT OF OHIO

ORIGINAL  
ON COMPUTER - JJ

**SAFECO INSURANCE COMPANY OF AMERICA**

**Appellant,**

**vs.**

**FEDERAL INSURANCE COMPANY**

**and**

**PACIFIC INDEMNITY COMPANY**

**Appellees**

**Case Numbers: 2008-0403  
2008-0304**

**Certified Conflict Case from the Hamilton  
County Court of Appeals, First Appellate  
District (C070074)**

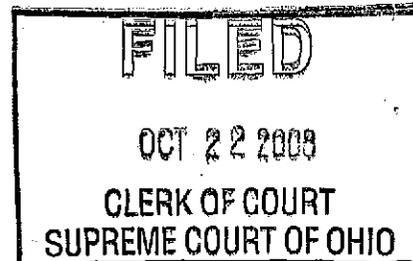
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**BRIEF OF *AMICI CURIAE* VINCENT JOSEPH BILGEN AND GLORIA LOUIS IN  
SUPPORT OF APPELLEES WITH RESPECT TO THE MEANING OF  
"OCCURRENCE" IN STANDARD LIABILITY INSURANCE POLICIES**

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Amici Curiae are current or former residents of an Ohio nursing home. Over the course of a decade, a nursing home employee repeatedly inflicted physical and sexual abuse upon them. Amici Curiae are plaintiffs in lawsuits against the abuser/employee and the nursing home for negligent hiring, retention and supervision. The nursing home defendant has liability insurance policies which are substantially to the language at issue in the case at bar. Accordingly, this Court's holding will directly affect the ability of Amici Curiae to recover against the nursing home's policy. In fact, standard occurrence-based liability policies issued on Insurance Services Office, Inc. (ISO) forms contain similar language: the insurer will cover damages resulting from an occurrence, broadly defined as an accident. See generally HOLMES' APPLEMAN ON INSURANCE 2d §§ 117.1-117.5, at 202-401 (2000). If this Court adopts a narrow construction of the "occurrence" language, victims will often be left without a practical means of recovering damages.

Liability insurance is intended to protect insureds from losses and to provide a source of funds for innocent victims. Liability policies generally provide coverage for claims sounding in negligence while excluding coverage for intentional acts.

This Court has previously concluded that Ohio public policy does allow an individual to contract for insurance for their own negligence in failing to prevent the intentional tort of another. *Doe v. Schafer* (2000), 90 Ohio St.3d 388, 738 N.E.2d 1243. In the matter currently before the Court, Appellant Safeco Insurance Company (Safeco) asks this Court to interpret standard liability policy language to effectively preclude coverage that it previously recognized in *Doe*. Safeco's proposal would expose policy holders to unexpected personal liability, while at the same time result in innocent victims of intentional acts being deprived of any practical means of obtaining satisfaction of a judgment.

This Court's previous holdings, interpreting the policy provisions at issue, along with the weight of Ohio public policy and well-established principles of construing insurance contracts mandate affirmation of the lower court and a determination that typical occurrence-based liability insurance policies do cover the negligent failure to prevent the intentional acts of another.

**A. This Court's Previous Holdings Necessarily Determined That The Negligent Failure To Prevent An Intentional Act By Another Is A Covered "Occurrence" Under A Liability Policy.**

The homeowner's policy at issue in the current case provided coverage for bodily injury or property damage caused by an "occurrence." In turn, the policy defined an occurrence as "an accident \*\*\* which results in bodily injury."<sup>1</sup> *Safeco Ins. Co. v. Federal Ins. Co.*, 1st Dist. No. C-070074, 2007-Ohio-7068 at ¶ 13. As is typical in liability policies, the term "accident" is left undefined. Because the insurance contract provides no definition for the term "accident," a Court must give the term its plain and ordinary meaning. *Cincinnati Ins. Com v. CPS Holdings, Inc.* 115 Ohio St.3d 306, 2007-Ohio-4917, 875 N.E.2d 31, citing *Alexander v. Buckeye Pipe Line Co.* (1978), 53 Ohio St.2d 241, 374 N.E.2d 76. Ohio courts interpret the term "accident" to mean an "unusual, fortuitous, unexpected, unforeseen or unlooked for event." *Chepke v. Lutheran Brotherhood* (1995), 103 Ohio App.3d 508, 511, 660 N.E.2d 477, citing BLACKS LAW DICTIONARY 5 Ed.Rev. (1979) 14; *cf. Randolph v. Grange Mut. Cas. Co.* (1979), 57 Ohio St.2d 25, 29, 385 N.E.2d 1305.

As the Supreme Court of Kansas observed in a case interpreting nearly identical policy language: "The absences of any definition of the term 'accident' in the policy merely

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<sup>1</sup> The record at this Court is sealed, so Amici Curie are relying on the policy language contained in the opinion below.

means that an interpretation by law shall apply rather than an interpretation by contract language. And where it is not defined by the policy, it must be interpreted in its usual, ordinary, and popular sense. The word will, however, be accorded a liberal construction, since it is ambiguous.” *Brumley v. Lee* (Kan. 1998), 963 P.2d 1224, 1232 citing 13 APPLEMAN, INSURANCE LAW AND PRACTICE § 7486, at 632 (1976). In prior cases, this Court has read the term accident to include the negligent failure to prevent the intentional tort of another.

To determine if the victim’s negligence claims against Benjamin White’s parents constitute an “occurrence” under a typical liability policy, this Court must determine whether the “accident” interpretation is properly made from the perspective of the intentional tortfeasor or from that of the negligent insured. The policy language is silent on the matter. Viewed from his own perspective, Benjamin White’s assault on a thirteen-year-old girl was no accident. Viewed from Benjamin’s parents’ perspective, the assault was undoubtedly just that: a fortuitous, unexpected, and unforeseen event.

Any analysis of Ohio law on the issue of a party’s negligent failure to prevent another’s intentional act must start with the *Doe* decision. In *Doe*, this Court held that Ohio public policy permits a party to obtain liability insurance coverage for negligence related to sexual molestation, provided that the insured himself has not committed the act of sexual molestation. *Doe*, 90 Ohio St.3d at syllabus. The *Doe* Court acknowledged that other jurisdictions have reached varied results on the issue, but concluded that intentions and expectations of the negligent insured must control the coverage determination, not the intentions or expectations of the molester. *Id.* at 393, citing *Silverball Amusement, Inc. v. Utah Home Fire Ins. Co.* (W.D. Ark. 1994) 842 F. Supp. 1151, 1160.

The *Silverball* decision, extensively quoted in *Doe*, involved a corporation seeking coverage for its negligent hiring and supervision of a child molester. *Silverball*, 842 F. Supp. 1151, 1153. As in the current case, the insurer in *Silverball* promised to pay damages for injuries resulting from an “occurrence,” broadly defined as an accident. *Id.* at 1154. After an extensive analysis of conflicting authority, the *Silverball* court concluded that the employer’s alleged negligent acts were separate and independent from the actual molestations. *Id.* at 1165. As a result, the policy provided coverage to the employer. *Id.*

The *Doe* decision, combined with this Court’s favorable analysis of *Silverball*, leaves no doubt as to whether an “occurrence” includes negligence related to the intentional acts of another. But, if there were any misgivings, this Court’s decision in *Automobile Ins. Co. v. Mills* should resolve them. *Automobile Ins. Co. v. Mills*, 90 Ohio St.3d 574, 2001-Ohio-21, 740 N.E.2d 284. *Automobile Ins. Co.* presented a similar fact pattern as the matter at issue. An insured mother sought coverage for her alleged negligent failure to prevent her son from murdering his wife. *Automobile Ins. Co. v. Mills*, 12th Dist. Nos. CA99-07-064, CA99-07-070, 2000 WL 929678. The insurance policy in question covered damages caused by an “occurrence,” and excluded coverage for the intentional acts of the insured. *Id.* at \*1-2. The Court of Appeals held that the “occurrence” was the son’s intentional act, not the mother’s negligence. This Court reversed in a one sentence opinion, citing the authority of *Doe*. *Automobile Ins. Co.*, 90 Ohio St.3d 574. Based on *Automobile Ins. Co.*, this Court clearly intended the *Doe* holding to encompass intentional acts beyond sexual molestation. Further, the *Automobile Ins. Co.* and *Silverball* courts necessarily interpreted the term “occurrence,” defined as an accident, to include negligence related to the intentional conduct of another.

Despite this Court's pronouncements in *Doe* and *Automobile Ins. Co.*, as well as its explicit endorsement of the *Silverball* holding, at least one Ohio appellate court continues to interpret the standard "occurrence" language from the perspective of the intentional tortfeasor. The Fifth District Court of Appeals held that negligent supervision and entrustment are not occurrences separate and apart from the underlying tort. *Torres v. Gentry*, 5th Dist. No. 06 COA 038, 2007-Ohio-4781 at ¶ 61, citing *Offhaus v. Guthrie* (2000), 140 Ohio App.3d 1478, 746 N.E.2d 685. The *Torres* court concluded that the *Doe* holding was limited to situations involving sexual molestation. *Id* at ¶ 62. Instead, the *Torres* court relied upon authority predating the *Doe* decision. This position is incorrect in light of this Court's holding in *Automobile Ins. Co.*

This Court's approach in *Doe* and *Automobile Ins. Co.* is consistent with other jurisdictions. See, for example, *Donegal Mut. Ins. Co. v. Baumhammers* (Pa. 2007), 938 A.2d 286, 291-93 (parents' negligent failure to prevent their son's shooting spree is an accident); *King v. Dallas Fire Ins. Co.* (Tex. 2002), 85 S.W.2d 185 (an employee's assault is an "occurrence" for purposes of negligence claims against his employer under a commercial general liability policy); *C.P. v. Allstate Ins. Co.* (Alaska 2000), 996 P.2d 1216, 1223-1224 (parents' negligent failure to prevent acts of child molestation by their adult son an "occurrence" under homeowner's policy); *Property Cas. Co. of MCA v. Conway* (N.J. 1997), 687 A.2d 729, 731 (from parent's perspective, a son's intentional act of vandalizing school property is an "occurrence" under a homeowner's policy); *Worcester Ins. Co. v. Fells Acre Day Care* (Mass. 1990), 558 N.E.2d 958, 970-71 (insurance policy covers allegations of negligence and recklessness related to acts of sexual molestation to the extent that the claims do not seek recovery for the acts that are the basis of assault and battery claims); *Hanover Ins. Co. v. Crocker* (Me. 1997), 688 A.2d 928, 930-931 (wife's negligent failure to prevent husband's child

molestation is an “occurrence”); *Brumley v. Lee* (Kan. 1998), 963 P.2d 1224, 1228-29 (husband’s negligence related to wife’s intentional murder of a child in their joint care was an “occurrence” under their homeowners’ policy); *Allstate Ins. Co. v. Wothington* (C.A. 10, 1995), 46 F.3d 1005 (under Utah law, wife’s failure to warn about her husband’s planned shooting spree was accidental and separate from her husband’s acts); *Manufacturers and Merchants Mut. Ins. Co. v. Harvey* (S.C. Ct. App. 1998), 498 S.E.2d 222, 229 (claim that defendant permitted children to be in the company of abusers alleged an “occurrence”).

Although other jurisdictions decide the occurrence issue consistently with *Doe* and *Automobile Ins. Co.*, there are some that do not. See *Mutual of Enumclaw v. Wilcox* (Idaho 1992), 843 P.2d 154 (wife’s negligent failure to prevent child molestation not an “occurrence” because wife’s conduct did not cause the injury); *Allstate Ins. Co. v. Steele* (C.A. 8, 1996), 74 F.3d 878 (under Minnesota law a negligence claim against parents failed because injury would not have occurred but-for son’s intentional conduct); *First Union Mut. Ins. Co. v. Kienenberger*, (Mont. 1992), 847 P.2d 1360,1361 (coverage is not available because injuries were expected from the standpoint of the insured tortfeasor); *Fire Ins. Exchange v. Cornell* (Nev. 2004), 90 P.3d 978, 980 (parents’ negligent failure to prevent son’s child molestation not an accident in the commonly understood sense); *Allstate Ins. Co. v. Vose* (Vt. 2004), 869 A.2d 97, 102-103 (claim against negligent husband is dependant on wife’s intentional act and cannot be an “occurrence”).

Although some contrary authority exists, this Court has rejected them in the *Doe* and *Automobile Ins. Co.*. Holding that the negligent act is somehow inseparable from the intentional act, “effectively dissolves the distinction between intentional and negligent conduct, allowing the intentional act to devour the negligent act for the purpose of determining coverage. The correct method of analyzing this issue \*\*\* would be to deal with each act on its own

merits.” *Doe*, 90 Ohio St.3d at 393, quoting *Silverball*, 842 F. Supp. 1151 at 1163. Reversing the Court of Appeals in the instant matter would be a significant departure from this Court’s prior treatment of similar policy language.

This Court has consistently adhered to the doctrine of *stare decisis*. *Brown v. Levin*, 119 Ohio St.3d 335, 2008-Ohio-4081, 894 N.E.2d 35 at ¶ 26; *Shay v. Shay*, 113 Ohio St.3d 172, 2007-Ohio-1384, 863 N.E.2d 591 at ¶ 27; *Allen v. McBride*, 105 Ohio St.3d 21, 2004-Ohio-7112, 821 N.E.2d 1001 at ¶ 32; *Modzelewski v. Yellow Freight Sys. Inc.* 102 Ohio St.3d 192; 2004-Ohio-2365, 844 N.E.2d 335 at ¶ 30 (Moyer, C.J. concurring in judgment only). As this court observed: “Well reasoned opinions become controlling precedent, thus creating stability and predictability in our legal system. It is only with great solemnity and with the assurance that the newly chosen course for the law is a significant improvement over the current course that we should depart from precedent.” *Westfield Ins. Co. v. Galitis*, 100 Ohio St.3d 216, 2003-Ohio-5849, 794 N.E.2d 1256 at ¶ 1. Although ignoring *Doe* and *Automobile Ins. Co.* would benefit Safeco and other insurers, it would destroy the present stability and predictability of the current course of Ohio law, without making any improvement.

**B. The Balance Of Ohio Public Policy Favors Providing Insurance To Persons Alleged To Have Negligently Failed To Prevent The Intentional Act Of Another.**

The purpose of liability insurance is to afford protection from economic loss resulting from legal liability. *Harasyn v. Normandy Metal, Inc.* (1990), 49 Ohio St.3d 173, 176, 551 N.E.2d 962, citing PROSNER & KEETON, *THE LAW OF TORTS* 5d (1984); KEETON & WIDESS, *INSURANCE LAW* (1988) 517. In the past, some coverage was discouraged on public policy grounds because it was thought to encourage antisocial conduct and relax vigilance towards the rights of others. *Id.* As tort law evolved, public policy came to favor liability insurance as a

means to ensure that victims of negligent conduct were made whole. *Id.* Over time, these principles were extended to injuries caused by reckless or wanton misconduct. *Id.*

It is often said that public policy prohibits liability insurance coverage for intentional torts. This statement is based on the assumption that intentional torts would be encouraged if the wrongdoer were able to shift financial responsibility to an insurer. *Doe*, 90 Ohio St.3d at 391; *Harasyn*, 49 Ohio St.3d at 176. This Court has limited this public policy rationale to situations where the availability of insurance can be related in some substantial way to the commission of the wrongful act. *Harasyn*, 49 Ohio St.3d at 176, citing *Isenhardt v. General Cas. Co.* (Or. 1962), 377 P.2d 26, 28.

In *Harasyn*, this Court distinguished between instances in which an employer directly intends an employee to suffer a particular injury and instances in which the employer is substantially certain that an injury would occur. The *Harasyn* court held that Ohio public policy permitted insurance coverage for damages caused by an employer who acted with substantial certainty that a particular result would occur. *Harasyn*, 49 Ohio St.3d, at syllabus. This Court reasoned, “[i]n torts where intent is inferred from ‘substantial certainty’ of injury, the presence of insurance has less effect on the tortfeasor's actions because it was not the tortfeasor's purpose to cause the harm for which liability is imposed.” *Id.* at 176; *Doe* 90 Ohio St.3d at 391-392. In such instances, the public policy of providing compensation to the tort victim should prevail. *Id.*

From the perspective of public policy, the issues presented in the current case are identical. This Court must balance the interest of the negligent insured, the intentional tortfeasor, the innocent victim, and the insurer.

Deterring, or at least not rewarding, intentional wrongdoing is the primary public policy justification for not allowing insurance coverage for the negligent failure to prevent an

intentional act. *Doe*, 90 Ohio St.3d at 391; *Harasyn*, 49 Ohio St.3d at 176. Although the insurance coverage issue in the case at bar, and many similar cases, is important to the negligent insured, it is unlikely to be of any concern to an intentional tortfeasor. According to the opinion below, Benjamin White dragged a thirteen-year-old girl into the woods and repeatedly stabbed her. After pleading guilty to felonious assault and attempted murder, White was sentenced to ten years in prison. *Safeco Ins. Co.*, 2007-Ohio-7068 at ¶ 2. While the appellate opinion reveals little about White's motives, it is improbable that he was inspired by the prospect of insurance coverage under his parents' homeowner's policy. At the critical moment when an individual decides to commit a serious felony, the ultimate apportionment of financial responsibility would be unimportant in the decision making process.

Further, individual intentional tortfeasors may not be financially able to satisfy a judgment. The *Silverball* court observed that a child molester, or in this case an attempted murderer, is not in a position to satisfy a judgment if he is serving a long prison sentence. *Silverball*, 842 F. Supp. at 1161. An intentional tortfeasor could also file for bankruptcy protection, conceal assets, or employ any number of tactics to avoid paying a judgment. This Court should interpret Ohio public policy in a way that insures compensation to tort victims rather than, "force a construction that will inure to the detriment of judgment-proof tortfeasor only marginally and in principal, while providing nothing to their victims." *Silverball*, 842 F. Supp at 1161, quoting *Smith v. St. Paul Guardian Ins. Co.* (W.D. Ark 1985), 622 F. Supp 867, 875. Affirming the Court of Appeals will clearly further the public policy objectives expressed in *Doe* and *Harasyn* by protecting the negligent insured and promoting the availability of compensation for tort victims. *Doe*, 90 Ohio St.3d at 391; *Harasyn*, 49 Ohio St.3d at 176.

Limiting the availability of insurance coverage to negligent insureds would not address the issue of their liability. Under Ohio law, parents are liable for injuries inflicted by their children that are the foreseeable consequence of the parents' negligent acts. *Huston v. Konieczny* (1990), 52 Ohio St.3d 214, 556 N.E.2d 505, syllabus. Employers can be liable for their failure to prevent intentional acts of employees under theories of negligent hiring, retention, and supervision. *Weimerskirch v. Coakley*, 10th Dist. No. 05CVC-06-6112, 2008-Ohio-1681 at ¶ 13, citing *Peterson v. Buckeye Steel Castings* (1999), 133 Ohio App.3d. 715, 729, 729 N.E.2d 813. These are merely two of the more common circumstances under which financial responsibility for injuries will be unexpectedly transferred from the insurer to the negligent insured if this Court adopts Safeco's position.

The unanticipated personal liability could be devastating to individuals and businesses who reasonably believed that their negligent conduct was covered by insurance. As the Supreme Court of New Jersey reasoned when it held that the "occurrence" language covered a father's negligent failure to stop his son from vandalizing school property: "Permitting parents to insure against their vicarious liability increases the likelihood that funds will be available to compensate for damage to school property. Denying insurance could expose parents, many of whom may be doing the best they can, to financial ruin." *Property Cas. Co. of MCA v. Conway* (N.J. 1997), 687 A.2d 729, 733.

Denying direct insurance coverage for the intentional tortfeasor, while permitting coverage for the negligent insured represents the correct balance of public policy under *Doe* and *Harasyn*. The intentional tortfeasor is not directly rewarded for his or her wrongful conduct. The insured receives the expected coverage for his or her own negligence, which is separate and

distinct conduct from the underlying intentional act. The innocent victim can recover damages from a reliable source of funds.

C. **Well-Established Principles For Interpreting Insurance Contracts Direct Courts To Construe Policy Language In Favor Of The Insured.**

As a practical matter, the insurer is the only party whose position would improve if this Court reverses the Court of Appeals. The intentional tortfeasor will remain in prison, regardless of the outcome of these proceedings. The negligent insured will be exposed to significant personal liability. The innocent victim will have a much reduced chance of obtaining any recovery. Safeco, which drafted the policy and collected a premium throughout the life of this policy, is the only party in a position to benefit from a ruling that the term “occurrence” does not cover the parents in this case. Such a holding would not only be intuitively unfair, but would be contrary to sound, well-established principles for interpreting insurance contracts.

This Court recently summarized the principles used by an Ohio court when interpreting an insurance policy in *Cincinnati Ins. Co. v. CPS Holdings, Inc.*, 115 Ohio St.3d 306, 2007-Ohio-4917, 875 N.E.2d 146. An insurance policy is a contract whose interpretation is a matter of law. *Sharonville v. Am. Emps. Ins Co.*, 109 Ohio St.3d 186, 2006-Ohio-2180, 846 N.E.2d 833. When confronted with an issue of contractual interpretation, the role of the court is to give effect to the intent of the parties to the agreement. *Hamilton Ins. Serv. Inc. v. Nationwide Ins. Co.* (1999), 86 Ohio St.3d 270, 273, 714 N.E.2d 898, citing *Employers' Liab. Assur. Corp. v. Roehm* (1919), 99 Ohio St. 343, 124 N.E. 223, syllabus. Courts are to examine the insurance contract as a whole and presume that the intent of the parties is reflected in the language used in the policy. *Kelly v. Med. Life Ins. Co.* (1987), 31 Ohio St.3d 130, 509 N.E.2d 411, paragraph one of the syllabus. Courts are to look at the plain and ordinary meaning of the language used in

the policy unless another meaning is clearly apparent from the contents of the policy. *Alexander v. Buckeye Pipe Line Co.* (1978), 53 Ohio St.2d 241, 374 N.E.2d 1305, paragraph two of the syllabus. When the language of the contract is clear, a court may look no further than the writing itself to find the intent of the parties. *Id.*

Ambiguity in an insurance contract is construed against the insurer and in favor of the insured. *King v. Nationwide Ins. Co.* (1988), 35 Ohio St.3d 208, 519 N.E.2d 1380, syllabus. This rule will not be applied to provide an unreasonable interpretation of the words of the policy. *Morfoot v. Stake* (1963), 174 Ohio St. 506, 190 N.E.2d 573, paragraph one of the syllabus. Applying these principles to the case sub judice, this Court must interpret the term “accident” from the perspective of the insured seeking coverage under the policy. As described above, courts in Ohio and throughout the country do not agree on a single interpretation of the “occurrence” language. The conflicting authority is presumably well-known to Safeco. As the insurer, Safeco could have drafted the policy language more clearly.

Further, as Judge Painter observed in his concurring opinion below, the existence of conflicting authority is a powerful argument for concluding that the policy language is ambiguous. *Safeco Ins. Co.*, 2007-Ohio-7068 at ¶ 32. In fact, conflicting judicial interpretations of policy language are said to be conclusive proof that the language is ambiguous. *George H. Olmsted & Co. v. Metropolitan Life Ins. Co.* (1928), 118 Ohio St. 421 at syllabus. Under Ohio law, ambiguities are resolved against the insurer and in favor of the insured. *King*, 35 Ohio St.3d at syllabus.

The history of the “occurrence” language further supports finding that the term “accident” includes negligence related to the intentional acts of another. According to the 1966 version of standard liability contracts, an “occurrence” included an “accident \*\*\* which results

in bodily injury \*\*\* neither expected or intended from the standpoint of the insured.” *King v. Dallas Fire Ins. Co.* (Tex. 2002), 85 S.W.2d 185, 192-193 , citing HOLMES’ APPLEMAN ON INSURANCE 2d §§ 117.1-117.5, at 202-401 (2000).<sup>2</sup> In 1986, the policy language was revised, removing the phrase “expected or intended from the standpoint of the insured” from the definition of “occurrence” and creating a separate exclusion for intentional acts. *Id.* citing HOLMES’ APPLEMAN ON INSURANCE 2d §§ 117.1-117.5, at 202-401 (2000). The revision was adopted so that courts would not have to construe the definition of “occurrence” as if it were an exclusion. *Id.* If courts use a narrow definition of the word “accident,” then the exclusion for intentional acts would become meaningless. The question of coverage for injuries resulting from intentional acts should generally be resolved by reference to the exclusions in an insurance contract, not by utilizing unjustifiably narrow definitions of the terms “occurrence” and “accident.”

Principles of contract interpretation and the history of the provisions at issue should persuade this Court against adopting an unreasonably narrow interpretation of the term “occurrence.” Doing so would so gravely undermine this Court’s decisions in *Doe* and *Automobile Ins. Co.*, and be inconsistent with the doctrine of *Stare Decisis*.

## **CONCLUSION**

For the reasons stated above, Amici Curiae respectfully submit that this Court should affirm the decision below with respect to the meaning of the word “occurrence” in standard liability insurance contracts.

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<sup>2</sup> Although the Texas Supreme Court case of *King v. Dallas Fire Ins. Co.* interpreted “occurrence” language from a Commercial General Liability policy, the language is common to ISO liability policies, including the homeowner’s policy at issue here. See generally HOLMES’ APPLEMAN ON INSURANCE 2d § 111.2, at 74-80 (2000)

Respectfully submitted,



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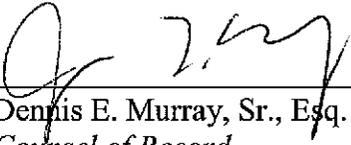
**CERTIFICATE OF SERVICE**

A copy of the foregoing **Brief of *Amici Curiae* Vincent Joseph Bilgen and Gloria Louis in Support of Appellees with Respect to the Meaning of "Occurrence" in Standard Liability Insurance Policies** was forwarded by First-Class mail to the following:

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