

# Homeowner's Insurance and Scope of Coverage: Accidental or Intentional Conduct

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The scope of a homeowner's insurance policy was recently examined in the unpublished Appellate Division decision *Jones v. Marciano*. Essentially, two neighbors were involved in an altercation on Marciano's home property but Marciano claimed that Jones was walking away when the physical altercation happened. The parties fell to the ground and Marciano struck Jones in the head, first with a fist and then with a shovel, causing Jones to sustain severe personal injuries.

Marciano subsequently pled guilty to aggravated assault. Jones filed a lawsuit for personal injuries. In terms of financial recovery, it is important to understand that the terms of a homeowner's insurance policy may cover accidental or negligent conduct but not intentional conduct.

## Marciano's Homeowner's Insurance Policy Coverage for Personal Injury Claims

Marciano's homeowner's insurance policy carrier disputed any obligation to defend Marciano or indemnify him with respect to Jones' lawsuit, on the grounds that the policy itself explicitly excluded coverage for bodily injury *that was expected or intended by the insured*.

When the case went to trial, the jury concluded that Marciano had engaged in intentional conduct, and that intentional conduct was expressly excluded under Marciano's homeowner's policy. On appeal, that verdict was upheld so that Marciano's homeowner's policy was still not obligated to pay for Marciano's defense or indemnification regarding payment for Jones' injuries.

As the injured party, Jones can attempt to collect the amount of the jury verdict directly from Marciano. but Marciano may not have sufficient resources or funds to cover the jury verdict amount.

## Understanding the Terms of a Homeowner's Insurance Policy

The terms of a homeowner's insurance policy are intended to cover your home and your family in certain cases of personal liability, and determination of such coverage is based upon the type of act that caused the injury and the terms of the policy itself.

### Coverage for Accidental Acts

A policy may include coverage for "accidental acts," for example, if someone slipped and fell on your property, that person might sue you and your homeowner's insurance to cover their medical bills and injuries. This would likely be covered by your homeowner's policy since it was an accidental act.

### Coverage for Intentional Acts

However, a policy may exclude coverage for "intentional acts." For example, if you pushed someone causing them to fall and sustain injuries on your property, your homeowner's insurance would typically not cover costs for medical bills or damages, because you engaged in an intentional act that caused harm to someone.

If you have questions regarding a personal injury sustained, please contact the [Personal Injury lawyers](#) at Einhorn Barbarito for a consultation.