

## Are These Tragedies Insurable?

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Over the years, many Americans have been horrified and confused by such tragedies as shooting that have occurred in businesses, churches and schools; such as the events at Virginia Tech and Columbine High School. The sad aftermath has to be dealt with by the survivors. While citizens, authorities, social and psychological experts, gun opponents/proponents are all wondering why such things happen, the focus naturally shifts to pointing fingers.

### Who's Responsible?

Such shootings have both human and financial consequences and lawyers are frequently brought in to hold someone financially accountable. These events should not be generalized. There are elements that make them different from each other. The individuals involved and the particular circumstances that triggered each event are not similar enough to treat them in the same manner. However, the acts do often have an important element in common; many have been performed by children.

The first source that other parties look to for financial relief is insurance policies. In such instances, would the parents' homeowner policies respond to lawsuits over the actions of minors who injure or kill their schoolmates? The answer is.....it depends.

### What Do Homeowner Policies Intend To Cover?

Homeowner policies offer coverage in two major sections. Section I protects the property that belongs to the policyholder such as his home, garage, storage sheds, household furnishings and even the increased living expenses created by the loss of use of such property. Section II provides coverage against the policyholder's legal responsibility for injuring other persons or damaging their property. While the shootings certainly involve substantial injuries and property damage, homeowner policies may not provide coverage.

Homeowner insurance policies intend to respond to accidents. Generally, the premiums for liability protection are based upon having to make payments parties injured in losses that are neither intended nor foreseen by the policyholder. Of course, the particular loss details have a great deal to say about whether the event can be considered an accident. How the loss was caused, the age of the person causing it and other circumstances affect coverage.

### Are Shootings Covered?

The question of the hour is: will a homeowner policy pay for the financial consequences of a person shooting someone else? Surprisingly, nothing is clear cut. For instance, it could pay if the shooting involved a person who was defending himself or protecting another person. It may pay if a person was practicing on a gun range and a shot ricochets and injures another. It may even provide coverage if one person aims directly at another and fires a weapon, but the person holding the weapon is, say, a toddler.

Many homeowner policies define whom are considered to be mature individuals and, generally speaking, the age is 13 years or older. Acts involving both guns and persons who are this age or older are excluded from coverage under a homeowner policy. Why? Because such persons should be old enough to understand the extreme danger represented by guns. The choice in deploying a gun or similar weapons against other persons can rarely be considered accidental and, in most instances, is the full responsibility of the weapon-wielder.

But again, there can still be instances where a homeowner policy may be required to defend or pay for such losses, including instances:

- where a parent may be held to be indirectly responsible for the actions of a child
- where the shooter is found to be mentally impaired or is otherwise considered unable to have understood the nature of his or her actions
- where a court may interpret a policy as being applicable to a shooting.

The fact is the question of insurance coverage for such horrible events is as confusing and complicated as why such events ever occur. Only the passage of time and legal findings have the chance to make this subject any clearer.

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