

Supreme Court sends deer decoy case back to trial

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[Kelly Byer](#)

COLUMBUS — The Ohio Supreme Court ruled Thursday that insurance policy exclusions based on intent do not apply to a Hardin County deer decoy case.

The lawsuit, involving insurance companies for five teenagers who put a deer decoy on a Hardin County roadway and caused serious injury to two other teens, will return to trial court for reconsideration.

The five teenagers who put the decoy on the road in 2005 said it was a prank, and their intent was not to cause harm to the two injured teens, Robert Roby and Dustin Zachariah.

Zachariah's mother, Katherine Piper, said she was pleased with the ruling, calling it a hurdle her family had to overcome.

"It's been a long journey, that's for sure," Piper said. "We're just pleased to get one step closer to putting this all behind us and letting our family go on and be happy."

The case was initially dismissed in favor of the insurance companies, who said they did not owe money because their policies cover accidents, not intentional acts.

The 10th Ohio District Court of Appeals reversed the trial court's decision, reinstating the case. The insurers then appealed to the Ohio Supreme Court on the basis the five teenagers' actions were intentional, and therefore, an exception to their policies.

"We thought that the interpretation was erroneous," said Roby's attorney, Keith Karr. "The Supreme Court said that we were right."

The Ohio Supreme Court's decision clarifies a standard known as "inferred intent" and upholds the court of appeals' decision to reinstate the case. This decision affects any case in the state with similar circumstances.

Based on the ruling, a Franklin County court will decide whether the teens' acts intended to cause harm and whether insurance companies must pay injury claims to the victims.

"The way the Supreme Court worded the decision, I feel very confident that we would be successful in the trial," Karr said.

If the insurance companies win the case, Karr said that would end the lawsuits against the insurers. Personal lawsuits against the teenagers involved and their parents are still to be determined, having been placed on hold until liability was determined for the insurance companies.

According to court records, American Southern Insurance Company is the only insurer exempt from the Ohio Supreme Court's ruling because of its policy wording. The company denies coverage for any intentional act, whether or not harm was intended.

The ruling in the case does apply for Allstate, Erie Insurance Exchange and Grange Mutual Casualty Company.

Allstate attorney Daniel Hurley said he had not heard from Allstate Thursday afternoon about any reaction to the ruling.