

SUMMARY STATEMENT

Farm Bureau Mutual Insurance v. Cook, Docket No. 44897

This case involves the interpretation of the insuring clause of a bodily injury liability provision in a property insurance contract. This case originated from an intentional shooting at a campground. Michael Chisholm shot Joseph Stanczak during an altercation on property owned by the Cooks, who had property insurance through Farm Bureau. Farm Bureau determined it had no duty to defend or indemnify the Cooks because the shooting was not a covered act under the policy. Farm Bureau filed a declaratory judgment action seeking judicial confirmation of its determination. Farm Bureau filed a motion for summary judgment, requesting that the district court find as a matter of law that the intentional shooting was not an “occurrence.” The district court granted Farm Bureau’s motion. The Supreme Court affirmed the district court’s judgment in favor of Farm Bureau.