



Alerts

Insurer had no duty to defend based on the "expected or intended" injury exclusion

June 3, 2014

Insurance Coverage Alert

CGL- A payday and title lending company, Franklin Quick Cash, LLC, ("FQC"), was sued for conversion and negligence arising out of their allegedly wrongful repossession of a vehicle. In the subsequent coverage action, FQC sued Continental Western Insurance Co. ("Continental Western") to recover the costs of litigating the wrongful repossession suit under a commercial general liability policy. FQC's commercial general liability policy covered liability for "accidents" but excluded coverage for property damage "expected or intended" by the insured. The circuit court ruled that Continental Western had a duty to defend FQC in the wrongful repossession suit and granted FQC's motion for summary judgment. On appeal, the Missouri Supreme Court held that Continental Western did not have a duty to defend based on the "expected or intended" injury exclusion. Because FQC intended to repossess the vehicle, there was no potential for coverage under the policy.

[Read the full case](#)