

When negligence is not an occurrence: The intersection of intentional conduct and negligence

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The *Daily Journal* article “When negligence is not an occurrence: The intersection of intentional conduct and negligence,” authored by Sheppard Mullin special counsel Jordan Derringer, analyzes the California Court of Appeal’s decision in *State Farm Fire and Casualty Company v. Curtis Diblin, et al.*, which addresses the challenge of determining whether a defendant’s conduct qualifies as an “occurrence” under insurance law, especially when plaintiffs recast intentional acts as negligence to obtain coverage.

The *Diblin* ruling affirms that the actual nature of the conduct, rather than the legal terminology used, governs insurance coverage. The court held that insurance is not triggered by a negligence finding if the underlying conduct was intentional, even though a person’s actions may be both negligent and intentional. As a result, insurers have a stronger foundation to deny coverage for harm caused intentionally, regardless of pleading strategies. *Diblin* could also pose serious obstacles for plaintiffs suing for intentional conduct and alleging a negligence claim in an attempt to trigger insurance coverage.

Read the full article here. (A subscription is required)

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