
NO COVERAGE FOR AN INTENTIONAL ACT

Reported case: Lee v. Bott
Citation: 2008 CanLII 17128
At Issue: Can an intentional act result in an accident, thereby triggering insurance coverage?
The Court: Ontario Superior Court of Justice
Judgment Rendered: April 18, 2008

Factual Summary: The intoxicated defendant, a divinity student drop-out, was partying at the plaintiff's farm when he applied a barbeque lighter to a wall of hay in a barn, resulting in the barn's destructions. The defendant later denied that he had any intention to light the hay, although he had no explanation for why he actually applied the flame to the hay, and he had earlier told his friend that the plaintiffs deserved to have the barn burned down. He made no attempt to extinguish the flames. The relevant insurance policy contained an exclusion for property damage caused by any intentional act, and the insurer, who was a third party to the action, refused to indemnify the defendant. The defendant's lawyer attempted to argue that there was no evidence to contradict the defendant's contention that he did not intend to light the hay on fire, and that he was too drunk to form an intent.

Disposition by Lower Court: The judge drew a distinction between a situation in which a person throws away a match and it results in fire damage, and this incident where the only reasonable conclusion is that the defendant intended to light the hay and the inevitable result occurred. He concluded that the defendant committed an intentional act and was not entitled to indemnity from the insurer, and would have to pay the damages himself.

Appellate Decision: N/a