

Supreme Court of Florida

No. 75,195

FILE COPY

AETNA CASUALTY AND
SURETY COMPANY, Petitioner,

vs .

JACK GRISS, Respondent.

[September 20, 1990]

PER CURIAM.

We review Griss v. Aetna Casualty & Surety Co., 554 So.2d 556 (Fla. 3d DCA 1989), in which the district court certified the following question as one of great public importance:

[W]hether the use of deadly force in self-defense constitutes intentional conduct causing harm to another within the exclusion-from-coverage provision of a homeowner's insurance policy.

Id. at 557. We have jurisdiction. Art. V, § 3(b)(4), Fla. Const.

We recently addressed this question in State Farm Fire & Casualty Co. v. Marshall, 554 So.2d 504 (Fla. 1989), where we aligned ourselves with the majority of jurisdictions, holding that self-defense is not an exception to an insurance policy's intentional-acts exclusion.

Accordingly, we answer the certified question in the affirmative and quash the decision of the district court below.

It is so ordered.

SHAW, C.J., and OVERTON, McDONALD, EHRLICH, BARKETT, GRIMES and KOGAN, JJ., concur.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND, IF FILED, DETERMINED.

Application for Review of the Decision of the District Court of
Appeal - Certified Direct Conflict of Decisions

Third District - Case No. 89-1310 /

(Dade County)

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