



## Jeff Geiger Counters

### Beer Pong and the Supreme Court

**By: Jeff Geiger. *This was posted Thursday, July 22nd, 2010***

Admittedly, I did not think I would ever read a decision in which supreme court justices discussed drinking games, let alone “[beer pong](#).” But I was wrong, so wrong. In [Copp v. Nationwide Mutual Insurance Company](#), some guys at Virginia Tech were celebrating the end of exams and playing, you guessed it, beer pong. In a not so veiled effort to increase their pong ranking, two malefactors gained entrance to the apartment and sought to challenge the pong masters. When denied the opportunity, the disaffected youth were led unwillingly out of the apartment. (Footnote: I have seen the soccer skills of one of the roustabouts and understand why he was ousted). Undeterred, a fight began that resulted in criminal charges and a subsequent civil suit, which begat another suit by the insurer denying its duty to provide a defense or coverage.

Here is where it gets interesting. The guy who got his lights punched out sought damages for being “willfully and intentionally hit” and that such “actions were unjustified [and] malicious.” The insurer denied the “boxer’s” coverage on the grounds that it doesn’t cover intentional acts, e.g., if you commit fraud, it is not covered. Still, even when the tough guy kicks sand in your face, the homeowner’s policy stated that its exclusions “do[] not apply to bodily injury or property damage caused by an insured trying to protect person or property.” And the pong table was obviously of great value . . . .

While the circuit court found in favor of the insurer, the Virginia Supreme Court concluded that the record before it and the language of the policy required that the insurer pay for the defense of the claim. Now hit the cup and drink up!

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