STATE OF MICHIGAN

COURT OF APPEALS

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

UNPUBLISHED
July 30, 1996

Plaintiff-Appellee,

v

No. 178639
LC No. 93-014004-CK

DENNIS C. NELSON,

Defendant-Appellant,

and

EUGENE KOSHEBA, WAYNE TRAXLER, and
JAMES TRAXLER,

Defendants.

Before: Doctoroff, C.J., and Hood and Gribbs, JJ.

PER CURIAM.

Defendant Dennis C. Nelson appeals the circuit court order granting summary disposition for plaintiff Farm Bureau Mutual Insurance of Michigan, against all defendants. The trial court ruled that plaintiff had no obligation to defend or indemnify defendant Nelson in this matter because there was no occurrence under the policy, and because coverage was precluded by the intentional act exclusion contained in the policy. We affirm.

We find that summary disposition was properly granted in this case because coverage was precluded by the policy exclusion. Michigan courts have long held that when an insured claims that the injuries occurred while the insured was acting in self defense, an insurer has no duty to defend the insured. *Auto-Owners v* Harrington, 212 Mich App 682, 687-689; 538 NW2d 106 (1995); Smorch *v Auto Club Group Ins*, 179 Mich App 125, 129; 445 NW2d 192 (1989); *Century Mutual Ins Co v Paddock*, 168 Mich App 747; 425 NW2d 214 (1988). In this case, defendant Nelson testified at his deposition that he intentionally fired his shotgun in the air. Nelson also testified that defendant

Kosheba was accidentally injured when Nelson "instinctively" raised the shotgun in the belief that Kosheba was going to hit him. Because defendant Nelson claimed he was acting in self defense, the trial court properly determined that plaintiff had no duty to defend or indemnify in this matter. Therefore, regardless of the merit of defendant's remaining issues, the trial court reached the correct result in this case and we affirm. *Integral Ins Co v Maersk Co*, 206 Mich App 325, 332-333; 520 NW2d 656 (1994).

Affirmed.

/s/ Martin M. Doctoroff
/s/ Harold Hood
/s/ Roman S. Gribbs