STATE OF MICHIGAN

COURT OF APPEALS

MARC MASZARA and TINA MASZARA,

Plaintiffs-Appellants,

v

JOSEPH A. SULLIVAN,

Defendant,

and

MICHIGAN MUTUAL INSURANCE COMPANY,

Defendant-Appellee.

UNPUBLISHED
February 27, 1998

No. 200192
Wayne Circuit Court
LC No. 92-235444 NO

Before: Markey, P.J., and Doctoroff and Smolenski, JJ.

MEMORANDUM.

Plaintiffs appeal by right summary disposition of their garnishment claim. Summary disposition is predicated on the terms of the garnishee defendant's insurance policy, the circuit court finding that the policy provides no coverage for the incident giving rise to the default judgment against the principal defendant-insured. This appeal is being decided without oral argument pursuant to MCR 7.214(E). We affirm.

Garnishee defendant's homeowner's insurance policy, against which plaintiffs seek to satisfy their default judgment against the insured Sullivan, provides coverage only for "occurrences," which are defined in the policy in standard language indistinguishable from that considered by the Court in *Group Ins Co of Michigan v Czopek*, 440 Mich 590, 596; 489 NW2d 444 (1992).[1] Under that definition, Joseph Sullivan's action of pushing plaintiff Marc Maszara from behind was intentional, even if the result, the personal injury, was unintentional and undesired. This assault was intentional; also, the resulting injury was entirely foreseeable as a natural consequence of the force applied. Because "occurrence" is defined in the insurance policy in terms of "accident," and the latter terminology requires a result which is, *inter alia*, unforeseen and unexpected, *Guerdon Industries, Inc v Fidelity*

& Casualty Co of New York, 371 Mich 12, 18-19; 123 NW2d 143 (1963), the circuit court correctly concluded that the injuries to plaintiff Marc Maszara do not constitute an "occurrence" and therefore do not come within the terms of garnishee defendant's homeowner's policy. *Czopek, supra*, 440 Mich at 598. Accordingly, it is unnecessary to consider whether the exclusionary clause in the policy limiting liability for personal injury to damage that is neither "expected nor intended" by the insured might also preclude coverage. *Michigan Basic Property Insurers Assoc v Wasarovich*, 214 Mich App 319, 327-328; 542 NW2d 367 (1995).

Affirmed.

/s/ Jane E. Markey
/s/ Martin M. Doctoroff
/s/ Michael R. Smolenski

[1] In *Czopek, supra*, "occurrence" is defined as "an accident, including injurious exposure to conditions, which results, during the policy term, in bodily injury on property damage."