

[World Harvest Church v. Grange Mutual](#)

Year: 2015

Court: Ohio Supreme Court

Case Number: 14-1161

When a policyholder purchases a separate endorsement providing insurance coverage for intentional torts of employees, insurers may not disclaim coverage by using vicarious liability as a shield. Further, when an insurer has a duty to defend, it becomes liable for all damages awarded against the policyholder, including attorney's fees. This coverage cannot be read out of the policy. Under Ohio law, attorneys fees are compensatory in nature and thus cannot be excluded by erroneously classifying them as punitive damages. Further, when the plain language of the insurance policy requires an insurer to defend and pay the "full amount of judgment", they are necessarily obligated to pay post-judgment interest on the entire judgment because they so defended.

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