

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**FIRE INSURANC EXCHANGE,  
RESPONDENT  
vs.**

**CALEB HORNER,  
APPELLANT**

**GAIL MANSFIELD AND DARRELL MANSFIELD,  
APPELLANTS**

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DOCKET NUMBER WD73902 (Consolidated with WD73903)

DATE: MARCH 13, 2012

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Appeal from:

The Circuit Court of Jackson County, Missouri  
The Honorable Robert M. Schieber, Judge

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Appellate Judges:

Division Three: James M. Smart, Jr., P.J., Victor C. Howard and James E. Welsh, JJ.

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Attorneys:

Christopher J. Carpenter, for Respondent

Elle J. Sullivant, for Appellant Horner

Jonathan M. Soper, for Appellants Mansfield

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**MISSOURI APPELLATE COURT OPINION SUMMARY**

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**FIRE INSURANCE EXCHANGE, RESPONDENT**

**v.**

**CALEB HORNER, APPELLANT**

**GAIL MANSFIELD AND DARRELL MANSFIELD, APPELLANTS**

WD73902 (Consolidated with WD73903)

Jackson County, Missouri

Before Division Three: James M. Smart, Jr., P.J., Victor C. Howard and James E. Welsh, JJ.

In 2009, Gail and Darrell Mansfield filed a wrongful death lawsuit against Caleb Horner alleging that he had caused the death of the Mansfields' daughter and had caused their granddaughter to be stillborn. At the time of the deaths, Horner had a homeowners insurance policy with Fire Insurance Exchange. Fire Insurance Exchange filed a petition for declaratory judgment in which it asked the trial court to find that it had no duty to defend or indemnify Horner in the wrongful death lawsuit. The insurance policy contained a household exclusion which provided that the policy did not cover bodily injury to any resident of Horner's household. Fire Insurance Exchange asserted in a motion for summary judgment that because the wrongful death claims were based upon bodily injury to residents of Horner's household, it had no duty to defend or indemnify Horner. The trial court granted the motion for summary judgment and entered judgment in favor of Fire Insurance Exchange on its petition for declaratory judgment. Horner and the Mansfields appeal.

**AFFIRMED.**

**Division Three holds:**

Horner and the Mansfields argue on appeal that the term "resident" in the insurance policy is ambiguous because reasonable people could disagree as to whether an unborn child is considered a resident of a household. However, if the stillborn child was capable of sustaining bodily injury, as alleged in the underlying wrongful death claim, she was also capable of having a residence. The term "resident" has only one reasonable interpretation in this context – the unborn child, who was in her mother's womb at the time of her injuries, resided wherever her mother resided. Therefore, the unborn child resided with her mother in Horner's household. Because the policy excludes coverage for bodily injury to residents of Horner's household, Fire Insurance Exchange has no duty to defend or indemnify Horner in the wrongful death action.

**Opinion by: Victor C. Howard, Judge**

Date: March 13, 2012

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