

## Kentucky Court Rules That Insurer Has No Duty To Defend Opioid Suit

05.27.21



(Article from *Insurance Law Alert*, May 2021)

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A Kentucky federal district court ruled that a general liability insurer had no duty to defend or indemnify opioid-related claims against a pharmaceutical distributor because the underlying complaint failed to allege damage “because of bodily injury.” *Motorists Mutual Ins. Co. v. Quest Pharmaceuticals, Inc.*, 2021 WL 1794754 (W.D. Ky. May 5, 2021).

Quest was sued in 77 lawsuits brought by cities, counties and private entities seeking to recover economic costs incurred due to Quest’s allegedly improper distribution of opioids. Quest’s insurer sought a declaration that its policies did not cover the underlying claims, which the court granted. The court ruled that the complaint did not seek damages because of bodily injury, rejecting Quest’s assertion that the economic losses would not have been incurred without the bodily injury suffered by individuals who used opioids. The court distinguished cases involving policy language that requires damages “arising out of” bodily injury, noting that “arising out of” has been construed broadly under Kentucky law, whereas “because of bodily injury” has been construed to mean “for bodily injury.” Applying this standard, the court concluded that the complaint did not allege damages for bodily injury because none of the underlying plaintiffs sought damages for any bodily injury they suffered.

