

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

JULY TERM 2011

FOREMOST INSURANCE COMPANY,

Appellant,

v.

Case No. 5D10-697 & 5D10-2733

D.R. and D.M.,

Appellees.

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Opinion filed October 21, 2011

Appeal from the Circuit Court  
for Marion County,  
Victor J. Musleh, Judge.

R. Steven Rawls and Anthony J. Russo  
of Butler Pappas Weihmuller Katz Craig  
LLP, Tampa, for Appellant.

Steven Wingo of Steven Wingo, P.A.,  
Ocala, Stephen A. Marino, Jr., and Danya  
J. Pincavage of Ver Ploeg & Lumpkin P.A.,  
Miami, for Appellees.

PER CURIAM.

Appellant challenges a judgment imposing liability under a mobile homeowner's insurance policy arising from the sexual battery and molestation of D.R., a minor, by the named insured, D.M., who was D.R.'s stepfather at all relevant times. Although Appellant raises several arguments to avoid liability, we need only address its contention that of D.R.'s claims are expressly excluded under the language of the

policy. The policy excludes "[c]laims which are expected or intended by any of you or performed at any of your direction." All of the causes of action, however labeled, are based upon the factual contention that D.M. had unlawful and inappropriate sexual relations and contact with D.R. These claims are clearly excluded by the terms of the policy. *Landis v. Allstate Ins. Co.*, 546 So. 2d 1051 (Fla. 1989).

Accordingly, we reverse both the judgment for damages and the separate judgment awarding attorney's fees.<sup>1</sup>

REVERSED.

TORPY, COHEN and JACOBUS, JJ., concur.

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<sup>1</sup> We now consolidate these appeals.