

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 99-60349

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GEORGIA RAMSAY, ET AL.,  
Plaintiffs,

versus

OMNIBANK, ET AL.,  
Defendants.

OMNIBANK,  
Defendant - Third Party Plaintiff - Appellee,

versus

UNITED STATES FIDELITY AND GUARANTY CO.,  
Third Party Defendant - Appellant.

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Appeal from the United States District Court  
For the Southern District of Mississippi

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June 6, 2002

Before REYNALDO G. GARZA, HIGGINBOTHAM, and BENAVIDES, Circuit  
Judges.

PER CURIAM:

In this case we certified a question to the Supreme Court of  
Mississippi, asking:

Whether an insurer's duty to defend under a general  
commercial liability policy for injuries caused by  
accidents extends, under Mississippi law, to injuries  
unintended by the insured but which resulted from

intentional actions of the insured if those actions were negligent but not intentionally tortious.<sup>1</sup>

The details of the case are set out both in our certification<sup>2</sup> and the Mississippi Supreme Court's answer.<sup>3</sup> Since it is now clear that, under Mississippi law, United States Fidelity & Guaranty Co. had no duty to defend Omnibank from the underlying suit,<sup>4</sup> we must REVERSE and REMAND for entry of summary judgment in favor of USF&G.

REVERSED and REMANDED.

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<sup>1</sup> *Ramsay v. Omnibank*, 215 F.3d 502, 504 (5th Cir. 2000).

<sup>2</sup> *Id.* at 502-03.

<sup>3</sup> *United States Fidelity & Guar. Co. v. Omnibank*, 812 So.2d 196, 197-98 (Miss. 2002).

<sup>4</sup> *Id.* at 202.