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The Eleventh Circuit Holds Mass Shooting is One Single "Occurrence"

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For decades, Florida courts have grappled with the standard policy definition of "occurrence" and whether certain factual circumstances constitute a single occurrence or multiple occurrences. In *Sheriff of Broward Cnty. v. Evanston Ins. Co.*, 159 F. 4th 792 (11th Cir. 2025), the Eleventh Circuit considered these issues in the context of the tragic mass shooting. The Eleventh Circuit ultimately determined that the shooting was a single "occurrence" because the meaning of "occurrence" is ambiguous and must be construed in favor of the insured.

In 2018, a teenaged gunman opened fire at Marjory Stoneman Douglas High School in Parkland, Florida, killing 17 students and teachers and injuring many more. After the shooting, 60 lawsuits were filed against the Sheriff of Broward County, alleging the Sheriff negligently failed to secure the school once the shooting began. Evanston insured the Sheriff under a public entity excess insurance policy that was subject to a $500,000 self-insured retention ("SIR") the Sheriff was required to satisfy before Evanston had an obligation to provide coverage. Under the policy, the SIR "applie[d] separately to each and every 'occurrence' or offense covered" and an "occurrence" was defined as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions." Evanston and the Sheriff disagreed as to whether the shooting was a single occurrence or multiple occurrences for purposes of satisfying the SIR and, in 2022, the Sheriff filed a declaratory judgment action to resolve this dispute.

In the coverage litigation, Evanston took the position that the Parkland shooting constituted multiple occurrences, with each gunshot that resulted in injury or death to a victim being a separate "occurrence," requiring the Sheriff satisfy the $500,000 SIR for each injury-causing gunshot. The Sheriff contended that the Parkland shooting should be classified as a single "occurrence," namely because the meaning of "occurrence" was ambiguous and must be construed in its favor. The district court granted the Sheriff's motion for summary judgement finding, *inter alia*, that the term "occurrence" in the policy was ambiguous under Florida law and must be resolved in favor of the Sheriff. As a result, the district court held that the Parkland shooting was a single "occurrence" and the Sheriff was only obligated to satisfy a single $500,000 SIR. On appeal, the Eleventh Circuit affirmed the district court's grant of summary judgment.

The dispute before the district court and the Eleventh Circuit centered around the parties' disagreement about what the Florida Supreme Court actually decided in *Koikos v. Travelers Ins. Co.*, 849 So. 2d 263 (Fla. 2003). As a result, the Eleventh Circuit engaged in an exhaustive analysis of *Koikos* and its progeny.

In *Koikos*, the Florida Supreme Court considered the same definition of "occurrence" in the context of a shooting involving multiple claims, where the shooter fired "in two separate [–] but nearly concurrent [–] rounds[,]" separately striking two individuals and injuring others. *Id.* at 265. The two gunshot victims sued the insured alleging negligent security and the insured filed a declaratory judgment action against its insurer to determine whether the shooting constituted one or two separate occurrences. The Court held that the definition of "occurrence," as applied to the facts, was ambiguous because it could reasonably "refer to the entire shooting spree or to each separate shot that resulted in separate injury to a separate victim." *Id.* at 273. The Court construed this ambiguity in favor of the insured and concluded that "using the number of shots fired as the basis for the number of occurrences is appropriate because each individual shooting is distinguishable in time and space." *Id.* at 272. Consequently, the Court found that the shooting of two victims was two separate occurrences.

Following *Koikos*, Florida courts have consistently concluded that *Koikos* was decided on ambiguity grounds and by construing "occurrence" in favor of the insured and in favor of coverage. *See Taurus Holdings, Inc. v. U.S. Fid. & Gar. Co.* 913 So. 2d 528 (Fla. 2005) (explicitly recognizing *Koikos* was decided on ambiguity grounds); *Maddox v. Fla. Farm Bureau Gen.* 129 So. 3d 1179 (Fla. 5th DCA 2014) (finding dog attack resulting in injuries to two individuals was separate occurrences); *Guideone Elite Ins. Co. v. Old Cutler Presbyterian Church, Inc.*, 420 F.3d 1317 (11th Cir. 2005) (finding each criminal act committed by perpetrator during the course of the kidnapping incident was a separate occurrence).

Although the holding in *Koikos* and subsequent options applying *Koikos* suggest the Parkland shooting should be considered multiple events, in *Sheriff*, the Eleventh Circuit held that the Parkland shooting was a single occurrence. The Court reasoned that *Koikos* was decided on ambiguity grounds and was premised on the long-standing rule that, when policy language is susceptible to more than one reasonable interpretation, one providing coverage and the other limiting coverage, the language is considered ambiguous and should be construed against the insurer and in favor of coverage. Based on this rule, the Court held that the term "occurrence" was ambiguous and must be construed in favor of the Sheriff. In construing this ambiguity in favor of the Sheriff, the Eleventh Circuit concluded that the entire Parkland shooting was a single "occurrence," triggering one single SIR.