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## Personal Injury Equals Bodily Injury

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There are many points on which the legal profession and the insurance profession disagree; the definitions of personal injury and bodily injury are two. The insurance profession rightly assigns these terms two separate meanings while the legal profession lumps all injuries into one definition - "Personal Injury."

Legal dictionaries define **Personal Injury** to mean an injury to a person's body, mind or emotions. Included within this definition are injuries resulting from negligence or intentional acts. The term is often inappropriately used in contracts such as leases and sub-contract agreements relating to insurance requirements, terms and conditions. Such use can cause confusion as the unknowing lawyer draws up the contract intending one type of coverage when the insurance professional reads this as a different breadth of coverage. Personal injury does not equal bodily injury; lawyers not aware of such differences can create confusion and discourse.

**Bodily Injury** from an insurance standpoint means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time. Mental anguish and loss of service is, at times, included as part of this definition.

**Personal Injury** (coupled with "Advertising Injury" in the commercial general liability policy) usually describes intentional torts such as libel, slander, defamation of character, false arrest, wrongful entry into, wrongful eviction from, malicious prosecution and other such actions.

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