UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

Brian Cornwell v. Extreme Tactical Components, LLC, a.k.a. Extreme Air Rifles, LLC, a.k.a. Extreme Big Bore Air Rifles, Texas Machine Parts, LLC, Danny Duke, and John Wiley

Cornwell · No. 2:24-cv-00926 · Decided January 9, 2026

SUMMARY

The court granted Kinsale Insurance Company’s unopposed Rule 12(b)(6) motion to dismiss claims arising from an air-rifle injury. The court held that the insurance policy excluded coverage because the rifle was purchased before the policy period and the injury occurred after the policy expired. The claims against Kinsale were dismissed.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	January 9, 2026
DOCKET	2:24-cv-00926
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant Kinsale Insurance Company moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the claims against it for failure to state a claim. Plaintiff did not oppose the motion.
STANDARD OF REVIEW	The court applied the Rule 12(b)(6) plausibility standard, accepting well-pleaded factual allegations as true, construing the complaint favorably to the plaintiff, and disregarding conclusory allegations, unwarranted factual inferences, and legal conclusions. The court also considered the insurance policy attached to the motion because the complaint expressly referenced it and it was central to Plaintiff's claims.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

motions to dismiss · insurance coverage · products liability · contract interpretation · civil procedure

PRACTICE AREAS

civil procedure · insurance coverage · products liability · contracts

QUESTIONS PRESENTED

1. Whether the court could consider the insurance policy attached to Kinsale's Rule 12(b)(6) motion because the policy was expressly referenced in the complaint and central to the claims.
2. Whether the policy provided coverage for Cornwell's injury when the air rifle was purchased before the policy period and the injury occurred after the policy period ended.
3. Whether Cornwell stated a cognizable claim against Kinsale as the alleged insurer of the manufacturing defendants.

HOLDINGS

1. The court may consider a document attached to a motion to dismiss when the complaint expressly references the document and it is central to the plaintiff's claims.
2. The policy did not provide coverage for Cornwell's injury because the rifle was sold before the policy period began and the policy excluded bodily injury arising out of products sold before the policy's effective date.
3. The policy did not provide coverage because Cornwell's bodily injury occurred after the policy period ended.
4. Cornwell could not state a cognizable claim against Kinsale because the policy excluded coverage independently under both the product-sale-date exclusion and the bodily-injury-occurrence requirement.

KEY QUOTATIONS

> *"To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim for relief that is plausible on its face.'"* (Section II)

> *"The Policy plainly states that the policy period began on April 28, 2021."* (Section III)

> *"Therefore, the Policy issued by Kinsale and referenced in the second supplemental complaint does not provide coverage for Plaintiff's date of injury."* (Section III)

FACTUAL BACKGROUND

Brian Cornwell purchased a big-bore air rifle online from the manufacturing defendants on March 25, 2021. On January 11, 2023, while filling the rifle with air and following instructions directing users to cover the barrel with a finger, the rifle discharged and severely injured his left thumb. Cornwell later identified Kinsale Insurance Company as the manufacturer's insurer based on a liability policy bearing policy number 0100148803-0, but that policy ran only from April 28, 2021, through April 28, 2022, and contained exclusions for products sold before the policy period and bodily injuries occurring outside the policy period.

PROCEDURAL HISTORY

Plaintiff initially sued the alleged manufacturer of an air rifle and its owners after suffering a thumb injury. He later amended his complaint to add Kinsale Insurance Company as an alleged insurer of the manufacturer, relying on a liability policy produced during discovery. Kinsale moved to dismiss, asserting that the policy did not cover either the date of purchase or the date of injury. The district court granted the motion and dismissed Plaintiff's claims against Kinsale.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Baker v. Putnal, 75 F.3d 190, 196 (5th Cir. 1996)
- Arias-Benn v. State Farm Fire & Casualty Co., 495 F.3d 228, 230 (5th Cir. 2007)
- Plotkin v. IP Axess Inc., 407 F.3d 690, 696 (5th Cir. 2005)
- In re Katrina Canal Breaches Litigation, 495 F.3d 191, 205–06 (5th Cir. 2007)
- Pioneer Exploration, LLC v. Steadfast Insurance Co., 767 F.3d 503, 512 (5th Cir. 2014)
- Woodfield v. Bowman, 193 F.3d 354, 360 (5th Cir. 1999)
- Mumblow v. Monroe Broadcasting, Inc., 401 F.3d 616, 620 (5th Cir. 2005)
- Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498–99 (5th Cir. 2000)
- Aggreko, LLC v. Chartis Specialty Insurance Co., 942 F.3d 682, 688 (5th Cir. 2019)
