



Ohio Enacts New Liability Insurance Requirement for Vicious Dogs Under Avery's Law

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With the passage of Avery's Law, signed into law on December 18, 2025, Ohio has overhauled its regulatory approach to dangerous and vicious dogs by clarifying definitions, adding new compliance obligations and harsher penalties for owners of dangerous or vicious dogs, and expressly requiring owners of dogs designated as dangerous or vicious to maintain at least \$100,000 in liability insurance. This update examines how the mandate aligns with common existing homeowners and renters' insurance exclusions, the public policy considerations Ohio courts may apply, and the effects that underwriters should anticipate when the law takes effect.

1. Overview of Avery's Law

Effective March 18, 2026, Avery's Law marks a significant update to O.R.C. § 955, which regulates dog ownership in Ohio. The new update:

- Heightens criminal penalties and compliance obligations for owners of dogs legally designated as "dangerous" or "vicious," and
- Imposes a mandatory, statewide requirement that those owners whose dogs are designated as such carry at least \$100,000 in liability insurance once that designation is made by a court, dog warden, or other animal regulatory body.

While prior Ohio law allowed courts to order owners to obtain liability insurance on a case-by-case basis, Avery's Law formalizes and strengthens that framework. The insurance requirement is no longer discretionary or dependent on a court order. It is now a statutory mandate with a defined minimum limit and built-in enforcement mechanisms. That shift has important implications for how insurers evaluate, underwrite, and adjust claims involving

designated dogs. Moreover, Ohio now joins the growing number of states like Florida—whose Pam’s Rock Law took effect in July 2025—to adopt statutory minimum coverage requirements for high-risk dogs. With two states enacting similar measures in the same year, underwriters should expect continued legislative momentum and begin preparing for what may become a broader national pattern.

2. Statutory Language and Designation Framework

Avery’s Law amends O.R.C. § 955.24 to impose a uniform, statewide insurance requirement once a dog is formally designated as “dangerous” or “vicious,” as defined by the statute. Importantly, these designations are not breed-based; they are triggered solely by the dog’s conduct. The statute defines two tiers of qualifying behavior—dangerous dog acts and vicious dog acts—and the insurance mandate applies once a dog meets either statutory definition.

Having established the conduct that triggers a dangerous or vicious designation, the statute proceeds to outline the corresponding insurance requirement imposed on owners. The operative statutory language provides in Section 955.24:

(B) No owner, keeper, or harbinger of a vicious or dangerous dog shall fail to do any of the following:

- (1) Obtain liability insurance in an amount, exclusive of interest and costs, that equals or exceeds one hundred thousand dollars, with an insurer authorized to write liability insurance in this state providing coverage in each occurrence because of damage or bodily injury to or death of a person caused by the vicious or dangerous dog;
- (2) Provide proof of that liability insurance upon request to any law enforcement officer, county dog warden, or public health official charged with enforcing this section.

A violation of division (B)(1) constitutes a minor misdemeanor for the first offense and a fourth-degree misdemeanor for each subsequent offense. Importantly, the insurance obligation is triggered solely by this formal designation, not by an initial bite report or informal concern, which preserves the distinction between first-bite claims and post-designation cases.

3. Interaction Between Mandatory Limits and Existing Policy Exclusions

Avery's Law creates potential tension with existing homeowners' and renters' exclusions that broadly bar coverage for high-risk animals and follow the language of the pre-March 2026 statutory framework. These exclusions could eliminate coverage for the very dogs Avery's Law requires owners to insure, raising the question of whether such exclusions remain enforceable once a dog is formally designated as dangerous or vicious.

To assess that issue, it is helpful to consider how Ohio courts historically treat statutory minimum-limit requirements. Notably, Ohio does not require auto policies to provide minimum-limit coverage when an exclusion applies, and Ohio courts have consistently rejected the idea that "drop-down" coverage can be imposed as a matter of public policy and instead must be specifically contractually assumed. *Wurth v. Ideal Mut. Ins. Co.*, 518 N.E.2d 607, 610 (1987); *Revco D.S. Inc. v. GEICO*, 791 F.Supp. 1254, 1266 (1991). More recently, an Ohio court applied statutory minimum limits only because the policy expressly incorporated them through language making coverage "subject to reduction to statutory minimums." *Texas Ins. Co. v. Rodriguez*, 263 N.E.3d 1050, 1061 (2025).

Nationally, when a statute mandates minimum insurance limits, many courts hold that exclusions cannot eliminate the required minimum layer of coverage, though exclusions typically remain enforceable above that amount. This varies on a state-by-state basis. Courts consistently distinguish between mandatory and optional coverage: exclusions affecting mandatory minimum limits may be restricted, while exclusions in optional coverages (such as

umbrella or excess limits) generally remain valid. See *Fisher ex rel. McCartney v. State Farm*, 371 Mont. 147 (2013). By analogy, if Ohio courts interpret Avery's Law as requiring a non-waivable \$100,000 minimum once a dog is designated, exclusions purporting to eliminate that first \$100,000 may face public-policy challenges, while exclusions affecting coverage above \$100,000 would likely remain enforceable. At the same time, Ohio has not yet addressed this issue in the context of Avery's Law, and the statute itself does not expressly prohibit exclusions or require drop-down coverage. As a result, the application of dog-liability exclusions—particularly those drafted before March 2026—remains uncertain. Any ambiguity in exclusionary language would be construed in favor of the insured. Thus, underwriters should be aware that their current exclusions may be scrutinized for ambiguity and that each dog bite/attack incident that takes place after March 18, 2026, should be examined on a case-by-case fact basis.

4. Implications Going Forward for Carriers

Avery's Law introduces several operational and underwriting concerns that insurers should begin considering in their Ohio policies and Ohio-specific forms ahead of the March 18, 2026, effective date.

Expansion of the Specialty-Insurance Market

As seen in Florida with the recent implementation of a similar law, Avery's Law is likely to accelerate the growth of Ohio's specialty animal liability market, particularly as many homeowner carriers continue to rely on traditional broad animal liability exclusions for high-risk breeds or dogs with prior incidents. Additionally, because the statutory insurance obligation arises only after a formal designation, carriers should ensure that applications and renewal questionnaires specifically ask whether an insured owns a dog and, if so, whether it has ever been designated as a nuisance or as a dangerous or vicious dog. Insurers may also want to consider developing endorsements that expressly provide the mandated \$100,000 layer of coverage—or, alternatively, written waivers or acknowledgments for insureds who choose not to purchase it—to

reduce ambiguity in claim disputes.

Interaction with Local Ordinances

Many Ohio cities continue to enforce breed-specific bans or restrictions that can create coverage complications when an insured owns a prohibited breed. Violations of local ordinances may trigger policy exclusions for illegal acts, and carriers should review whether their forms clearly address ordinance-based restrictions, particularly when underwriting breeds that are permitted in one jurisdiction but banned in another. For example, an insured who owns a dog that is legal under state law but prohibited under a local ordinance may technically be required to carry \$100,000 in liability insurance under Avery's Law if the dog is designated as dangerous or vicious. Yet a carrier may have an illegal-acts exclusion that applies because the insured's ownership violates a municipal ban, leaving a potential gap between the statutory mandate and collectible coverage. These kinds of conflicts are likely to generate questions and potential ambiguities that would require clarification by Ohio courts.

Overall, as enforcement begins in March 2026, carriers should evaluate their underwriting practices, policy forms, and claims-handling procedures to ensure they are positioned to navigate designation-based coverage questions, expanding specialty-market demand, and the continued interplay between state law and municipal ordinances. Proactive adjustments now will help minimize uncertainty and reduce the risk of coverage disputes as the new framework takes effect.

If you have concerns or need further clarification on policy drafting and coverage considerations, our team is ready to assist. Please contact the authors or an attorney with FBT Gibbons' [Insurance Coverage and Bad Faith](#) practice.

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