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Traub Lieberman Partner Greg Pennington and Associate Kevin Sullivan Win Summary Judgment Dismissing Homeowner's Claim that Presented an Issue of First Impression in New Jersey

Related Attorneys: Gregory S. Pennington, Kevin Sullivan

On July 12, 2019, Traub Lieberman Straus & Shrewsberry LLP's Gregory S. Pennington and Kevin Sullivan secured summary judgment dismissing a homeowner's claim for damaged flooring. The claim at issue arose from the homeowners' attempt to discard their refrigerator. In the process of removing the refrigerator, the homeowners scratched their kitchen and dining room floors. The homeowners made a claim under their homeowners policy for the cost to repair and replace the damaged flooring. Their homeowners' insurer denied their claim based on a policy exclusion barring coverage for damage consisting of or caused by marring and scratching. When their insurer denied coverage, the homeowners filed suit in the New Jersey Superior Court, Law Division in Bergen County. The case presented the issue of first impression in New Jersey of whether a homeowner's self-inflicted, but accidental damaging of its own floors was barred by the homeowner's policy's marring or scratching exclusion. Greg and Kevin successfully argued that the exclusion applied to bar coverage.

In their motion for summary judgment, Greg and Kevin argued that the homeowner policy's marring and scratching exclusion unambiguously eliminated coverage for the self-inflicted damages to the homeowners' flooring, citing persuasive case from other jurisdictions to address this issue that New Jersey courts had yet to address. In opposition, the homeowners argued that the marring and scratching exclusion was ambiguous and/or that factual issues that precluded the entry of summary judgment. In entering its order granting summary judgment and dismissing the homeowners' claim, the court accepted Greg and Kevin's arguments, ruling that the marring and scratching was unambiguous and that its plain, ordinary meaning applied to bar coverage for the homeowner's floor damage claims.