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NEWS & EVENTS

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Traub Lieberman's Greg Pennington Wins Summary Judgment Dismissing Claim Seeking Excess UIM Coverage Under Personal Umbrella Liability Policy

Related Attorneys: Gregory S. Pennington

On November 21, 2019, Traub Lieberman Straus & Shrewsberry LLP's Gregory S. Pennington secured summary judgment dismissing a claim for excess UIM coverage under their client's personal umbrella liability policy. The insured, a passenger in an auto involved in a multi-car collision, had been treating steadily since 2014 for her alleged injuries, including multiple surgeries. After the insured exhausted her primary UIM coverage, she sought excess UIM coverage under a personal umbrella liability policy. When her umbrella insurer denied coverage, she filed suit seeking a declaration that the personal umbrella liability policy provided excess UIM coverage.

In their motion for summary judgment, Greg argued successfully that the personal umbrella liability policy provided third-party liability coverage only – not excess UIM coverage. In so doing, Greg convinced the court that under the plain and ordinary meaning of the policy language and the binding precedent of *Stiefel v. Bayly, Martin & Fay of Connecticut, Inc.*, 242 N.J. Super. 643 (App. Div. 1990), the personal umbrella liability policy unambiguously provided excess liability coverage only. Further, under *Weitz v. Allstate Insurance Co.*, 273 N.J. Super. 548 (App. Div. 1994), the insured could not have any reasonable expectation of excess UIM coverage under a personal umbrella liability policy. Accordingly, the court granted Greg's client's motion for summary judgment and dismissed the insured's complaint in its entirety.

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