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Traub Lieberman Partner Eric D. Suben and Associate Vito John Marzano Secure Summary Judgment for Insurer in Coverage Dispute Over Electrocution Claim

Related Attorneys: Eric D. Suben, Vito John Marzano

Traub Lieberman attorneys Eric D. Suben and Vito John Marzano prevailed on a motion for summary judgment, resulting in a judicial declaration of no coverage under primary and excess policies issued to an underlying tort plaintiff's employer. In the underlying action, plaintiff sued a power company, alleging premises liability for an incident in which he was severely injured while working atop an electrical switchgear. Initially the power company tendered the claim to an intermediary it contracted with directly for the work, only later tendering directly to the employer's insurer under a contract that had expired three months before the date of loss and was not renewed. On summary judgment motions in the ensuing declaratory judgment action, the power company argued that the employer's continued performance of the work contemplated in the expired contract constituted a *de facto* extension (including of its indemnity obligations). Traub Lieberman replied to this argument based on the power company's own affidavit in the underlying action, in which it asserted that the employer's work at the time was controlled by the power company's subsequent contract with an intermediary. The court agreed, ruling that the power company was collaterally estopped from relying on the expired contract to establish coverage and holding that the insurer had no defense or indemnity obligation to any party.