TRAUB LIEBERMAN

NEWS & EVENTS

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Traub Lieberman Partner Craig Rokuson Obtains Summary Judgment for Carrier Based on Application of Auto Exclusion

Related Attorneys: Craig Rokuson

Traub Lieberman Partner Craig Rokuson recently obtained summary judgment on behalf of an international insurer (the "Insurer") based on the application of the auto exclusion in the Insurer's policies. The Insurer issued insurance policies to a construction contractor, which employed the underlying plaintiff. The underlying plaintiff was injured while unloading scaffolding materials on a truck when a piece of equipment fell and hit him in the shoulder, causing the underlying plaintiff to fall on the truck. On behalf of the Insurer, Traub Lieberman argued that the auto exclusion, which applies to ownership, maintenance, or use of an automobile, and defines use to include loading and unloading, bars coverage for the suit. In doing so, Traub Lieberman cited deposition testimony in which the underlying plaintiff admitted that he was on a truck loading materials when the accident occurred.

In opposition, the plaintiff/additional insured argued that the accident did not arise from the ownership, maintenance, or use of a vehicle, because the auto exclusion only applies when the operation of the vehicle is a cause of an accident. In the view of the plaintiff/additional insured, the use of the auto was too remote to implicate the auto exclusion. In reply, Traub Lieberman noted that the underlying plaintiff was on the truck at all relevant times and unloading materials off the truck when he was injured. In other words, there would be no accident had the underlying plaintiff not be standing on the truck.

The court adopted Traub Lieberman's arguments and held that the auto exclusion applies because the underlying plaintiff was unloading materials from a truck, resulting in a declaration that the Insurer had no obligation to defend or indemnify any party in the underlying action.

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