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Traub Lieberman Partner Jonathan Harwood Wins Motion for Summary Judgment in Favor of Insurer

Related Attorneys: Jonathan R. Harwood

In this matter brought before the U.S. District Court, Southern District of New York, Traub Lieberman Partner Jonathan Harwood prevailed on a motion for partial summary judgment in favor of an insurance company in a dispute between multiple insurers regarding the extent of each insurer's obligation to defend and indemnify a construction company in an alleged workplace injury claim.

The plaintiff in the underlying action was injured when an electrical panel exploded on a construction site. Traub Lieberman's client insured a construction company performing work on the site, which had engaged two subcontractors to complete certain portions of the project. All three companies were defendants in the underlying action. Traub Lieberman commenced the action seeking a determination that the subcontractors' insurers were obligated to provide additional insured coverage to the contractor that hired them, pursuant to the contracts and the terms of the insurer defendants' policies. The complaint also sought reimbursement of defense costs and expenses incurred in the five years since the plaintiff insurer first sought additional insured coverage from the defendant insurers. One of the defendants contended no such coverage was owed because there were no direct allegations that its client was responsible for the alleged injuries. That defendant also argued that the action was brought in the wrong venue, based on a forum selection clause in the construction contract. The court granted Traub Lieberman's motion for partial summary judgment, holding that the complaint and other information from the underlying action clearly alleged negligence by the subcontractors. The court also agreed with Traub Lieberman's argument that the forum selection clause in the contracts were not binding on plaintiff or enforceable by the defendant insurer. The court then held that both defendants owed an equal duty to reimburse Traub Lieberman's client for defense costs and expenses incurred from the time they were first asked to provide additional insured coverage to the present and to defend the construction company on a going forward basis.