TRAUB LIEBERMAN

INSURANCE LAW BLOG

October 29, 2026

Federal Court Finds that Master Agreement Bestows Additional Insured Coverage

BY: Craig Rokuson

In the recent case *Triborough Scaffolding & Hoisting Servs. v. Sw. Marine & Gen. Ins. Co.,* 2026 U.S. Dist. LEXIS 226876 , Judge P. Kevin Castel, who was also operating as finder of fact, held that a subcontractor master agreement covered a subcontractor's work at a specific project, such that an obligation to name the prime contractor Triborough as well as the undefined Owner, bestowed additional insured coverage to Triborough and the Owner under policies issued to the subcontractor.

The agreement at issue was dated December 15-16, 2017 and the accident at issue occurred in 2018. The trial evidence includes testimony from both Triborough and the subcontractor that the agreement was intended to apply annually, and the subcontractor could not recall the parties ever signing a project-specific agreement. Further, Triborough assigned work to the subcontractor by telephone call or texts on several projects, and without a project-specific contract. Moreover, no other operative indemnity or insurance agreement between Triborough and the subcontractor, other than a backdated agreement that was not applicable. Finally, the court did not find plausible that the subcontractor would enter into an agreement meant only to cover the final two weeks of 2017, such that the agreement extended into work occurring in 2018.

For contractors seeking additional-insured coverage, the finding demonstrates that an agreement need not identify a particular project for a court to find that it applies to that project when the evidence establishes an intended annual arrangement covering all work performed during the relevant period. However, this conclusion is fact-specific: it rested on consistent testimony about annual coverage, the absence of project-specific agreements, the parties' method of assigning work, and the absence of a credible narrower interpretation. The best practice remains that the contractor issue project-specific contracts or work orders that reference and incorporate the master subcontract.

© Traub Lieberman Straus & Shrewsberry LLP