

Declaratory Judgment

SERVICES

Personal Injury

RELATED ATTORNEYS

Ashley A. Noel

Timothy R. Scannell

August 24, 2018

Timothy Scannell and Ashley Noel obtained a defense verdict following a bench trial in a declaratory judgment action in the Judicial District of Ansonia/Milford of the Connecticut Superior Court. Attorneys Scannell and Noel also successfully prosecuted their counterclaim for declaratory judgment.

The plaintiffs sought a declaratory judgment that their insurer had a duty to defend and indemnify them pursuant to their homeowners policy in a personal injury action arising out of an incident in which a dog on their property allegedly attacked another individual, thereby causing serious injuries. The insurer disclaimed coverage for the underlying incident on the ground that the plaintiffs made a material misrepresentation on their insurance application that they did not own a dog. At trial, the defense focused on the credibility of the plaintiffs. In particular, Attorneys Scannell and Noel highlighted inconsistencies between the plaintiff's testimony at trial and his prior statements, as well as discrepancies between his testimony and documentation pertaining to the dog at issue. The Court found that the testimony of the plaintiff and his son that the son was the sole owner of the dog in question lacked credibility, and determined that the plaintiffs did in fact exercise ownership over the dog. As a result, the Court held that the plaintiffs falsely represented on their insurance application that they did not own a dog, and that this misrepresentation was material, as the insurer would not have issued the policy if the ownership of the dog had been disclosed.

The Court entered a verdict in favor of the insurer on its special defense that it was entitled to cancel the plaintiffs' homeowners policy based on the plaintiffs' material misrepresentation on their insurance application. The Court further found in favor of the defense on its counterclaim, and issued a declaratory judgment that the plaintiffs' homeowners policy was void, and the insurer therefore did not have a duty to defend or indemnify the plaintiffs in the underlying action. Prior to trial, the plaintiff in the underlying action asserted a six figure demand.