



"Risk Taking Evolved"

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Two Claims ... Two Broken Ankles ... But Not A Leg To Stand On: *IIC Announces Two Court Victories For Insureds*

Sparks, MD: Indemnity Insurance Corporation (IIC) is pleased to announce the winning results of two recent court cases brought against its insureds in both Connecticut and New York.

On April 6th, a jury in the Superior Court of Connecticut at Danbury found in favor of the defendant, Tuxedo Junction Café, in a case brought by a plaintiff who alleged he sustained a fractured left ankle inside the establishment on January 1, 2009, while ringing in the New Year. The plaintiff, who claimed to have slipped on a liquid inside the club, was seeking \$125,000 in damages. The jury, which could not establish if the plaintiff was even in the establishment at the time of said injury, deliberated for less than an hour before returning the defendant's verdict. Thus, no damages were awarded, reports The Law Offices of Trendowski and Allen, which IIC engaged to defend its Danbury-based client.

Down the road but a day earlier, the New York Supreme Court – Queens County, dismissed a complaint against a New York City nightclub, one of numerous clubs in the Big Apple insured by IIC. The club was a defendant in a suit brought by a plaintiff who alleged he sustained a fractured right ankle after being pushed down the stairs by the club's security staff during an altercation that may have been brought on by the plaintiff throwing candy at a club ticket taker. The plaintiff also sought separate action against the independent security guard company. In the suit brought against the IIC-insured club, the judge granted the motion filed by Havkins Rosenfeld Ritzert & Varriable, LLP,

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the firm representing the defendant, for summary judgment and found that the insured was not negligent in any way. Thus, the case was dismissed.

“The court victory in Connecticut highlights the importance of investigating all the facts first before even thinking of settlement,” states Scott Wessing, Vice President of Claims for IIC. “In the matter of the New York case, the finding underscores the delineation of responsibilities between the club and the independent security guard company contracted for security services.” (For more information on this subject, see or request from IIC Marketing the February 2011 document entitled, “Negotiating Third Party Security Contracts.”)

Indemnity Insurance Corporation’s Position on Fighting Frivolous Claims

In a survey commissioned by IIC, brokers participating in this study unanimously stated they believed that IIC’s position on fighting questionable claims was “important / very important” in the eyes of their insured clients. Furthermore, brokers stated that IIC’s efforts to protect the integrity of their clients’ claims histories by aggressively challenging suits set the standard for other carriers to follow.