

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

THE COVE, INC.	:	
	:	June Term 2003
Plaintiff,	:	
	:	
v.	:	No.: 03662
	:	
UNDERWRITERS AT LLOYD’S,	:	
LONDON C/O MENDES &	:	Commerce Program
MOUNT and X-TRA, INC. and	:	
DARYL BROOKS	:	Control No.: 050109
Defendants.	:	

ORDER

AND NOW, this 23RD day of August, 2004, upon consideration of the Summary Judgment Motion of Defendant Certain Underwriters at Lloyd’s, London, it is hereby **ORDERED** and **DECREED** that Defendant’s Motion is **GRANTED** and the claims against Defendant are **DISMISSED**.

BY THE COURT,

C. DARNELL JONES, II, J.

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DARYL BROOKS	:	Control No.: 050109
Defendants.	:	

MEMORANDUM

JONES, J.

Plaintiff The Cove, Inc. (“Cove”), filed this declaratory judgment action, seeking defense and indemnification from defendant Certain Underwriters at Lloyd’s, London (misidentified as Underwriters at Lloyd’s, London) (“Underwriters”), in another matter that arose from an injury on property owned by Cove and leased by defendant X-Tra, Inc. (“X-Tra”), because it allegedly is an additional insured on X-Tra’s policy issued by Underwriters.

Presently before the court is Underwriters’ summary judgment motion. Two issues are raised by the motion. First, Underwriters disputes that Cove is an additional insured on the policy. Second, Underwriters asserts that a policy exclusion blocks any claim related to the underlying matter.

In this matter, the principles guiding the court are straightforward. Interpretation of an insurance policy is a question of law. Travelers Cas. & Sur. Co. v. Castegno, 565 Pa. 246, 251, 772 A.2d 456, 459 (2001). When interpreting a policy, a court must

ascertain the parties' intent through the written agreement. Id. When the language is clear and unambiguous, the court must give it effect. Id.

The policy at issue makes no mention of Cove as an additional insured. (Underwriters Exh. E). Cove does not argue that the policy contained in Underwriters' Exhibit E is not the policy in effect. Instead, Cover relies on both an insurance binder and the policy's placement to prove coverage. These collateral attacks on the policy fail in the face of Travelers. Therefore, Cove is not an additional insured under the policy and Defendant's motion shall be granted.¹

BY THE COURT,

C. DARNELL JONES, II, J.

¹ Resolution of the motion on this ground makes it unnecessary for the court to consider Underwriters' additional argument.