



Siegel, Eric G

Position: Partner

Chair :

Co-Chair :

Contact

Phone: (862) 343-1776

Fax: (646) 350-1901

Email: esiegel@gerberciano.com

Mailing Address

P. O. Box 1060 Buffalo, NY 14201

Location

Newark, New Jersey

Practice Areas

[Appellate Advocacy](#)
[Construction](#)
[Insurance Solutions](#)
[General Litigation](#)

Admissions

New York, U.S. District Court for the Eastern District of New York, U.S. District Court for the Southern District of New York, U.S. District Court for the Northern District of New York, New Jersey, U.S. District Court of New Jersey



Biography

Eric focuses his practice on representing insurers in a variety of first and third-party insurance coverage disputes across the United States. He has experience representing clients during pre-suit and claim investigations, in litigation, and in appeals to the highest courts of multiple jurisdictions. Clients also regularly retain Eric in matters involving statutory interpretation, to analyze and provide guidance as to various insurance coverage issues, and to pursue and defend additional insured and contractual indemnity claims involving underlying allegations of bodily injury, construction defect, and premises liability. Eric has represented insurers with respect to a variety of primary and umbrella/excess insurance programs, including commercial general liability insurance, residential and commercial property insurance, private passenger and commercial automobile insurance, environmental claims insurance, abuse or molestation insurance, and directors' and officers' insurance. In addition, Eric has represented insurers in complex actions involving "personal and advertising injury" coverage under both primary and umbrella/excess insurance policies, which include underlying allegations of trademark infringement, trade dress infringement, copyright infringement, defamation, disparagement, invasion of privacy, and false advertising. He also has experience representing insurers in first and third-party bad faith litigation, in addition to sexual abuse and toxic tort exposure matters involving various coverage triggers and complex allocations for both primary and umbrella/excess risks. Additionally, Eric has appellate experience in multiple jurisdictions, including two matters before the Supreme Court of the State of New Jersey that involved interpretation of New Jersey automobile statutes: Haines v. Taft, 237 N.J. 271 (2019) and Felix v. Richards, 241 N.J. 169 (2020), which Eric argued in September 2019. Eric has also defended commercial and private clients in complex actions involving allegations of construction defect, sexual abuse and molestation, products liability, false endorsement, misappropriation of likeness, and in class actions involving a variety of underlying claims. When not working, Eric enjoys spending time with his wife and daughters, traveling, playing golf, and cooking.

Education

- Widener U. School of Law, J.D., 2011
- Drew University, B.A., 2004

Honors

- New Jersey Super Lawyers, Rising Stars, 2018, 2021

Presentations



- “Excluded or Not: An Overview of the Anti-Concurrent Causation Clause vs. the Ensuing Loss Exception” – April 2022
- “Protection and Pitfalls: Where Bonds and General Liability Insurance Intersect in Construction Defect Claims” – April 2021
- “Reservation of Rights Agreements, Disclaimers, Waiver & Estoppel” – October 2020 CLE
- “Basics of CGL Policy Interpretation Against the Backdrop of the Duty to Defend and Indemnify” – September 2020 CLE
- ICNJ Annual Meeting – Update on PIP Litigation on Appeal – October 2016
- “A Practical Guide to Good Faith Claim Handling” – May 2016
- “Construction Defect Litigation and Claim Handling Practices: Coverage, Defense, and Ethical Considerations” – December 2015

Representative Matters

Felix v. Richards, 241 N.J. 169 (2020) Representing an automobile insurer as an intervening plaintiff in numerous actions throughout the State of New Jersey, Eric argued that automobile policies issued in the State of Florida with \$0 of bodily injury liability coverage should not be converted to the New Jersey standard policy minimum of \$15,000/\$30,000 under New Jersey’s “Deemer” statute because New Jersey residents had the option to purchase a basic automobile insurance policy that also had \$0 in bodily injury liability coverage. To the extent the “Deemer” statute applied, Eric argued that such application violated the Equal Protection Clause within the Fourteenth Amendment. Although many trial court judges in different counties agreed with Eric, the results were inconsistent. Despite the appellate division’s disagreement on this complex and novel legal issue, the Supreme Court of the State of New Jersey granted his Petition for Certification to resolve the many inconsistent rulings on the identical issue throughout the State. In September 2019, Eric, along with amicus counsel for all parties, argued on behalf of his client before the Supreme Court. In a 3-2 decision, the majority held that the out-of-state policies were subject to the “Deemer” statute, and the policies are converted from \$0 in bodily injury liability coverage to \$15,000/\$30,000. Although the majority disagreed with Eric’s interpretation of the applicable statutes, the experience of arguing this novel and complex legal issue in numerous counties at the trial court level, in the appellate division, and ultimately, the State’s highest court, was a truly unique opportunity and remains one of the highlights of Eric’s career.

Haines v. Taft, 237 N.J. 271 (2019) Eric was intricately involved in representing the prevailing party in this important Supreme Court decision where the Court held that a plaintiff is barred from recovering medical bills that were paid or payable by the standard amount of PIP coverage available to all New Jersey residents, \$250,000, and not in excess of a lesser amount of PIP coverage that may have been selected by that plaintiff. Although the New Jersey legislature changed the language of the applicable statute, the effect of this decision at the time it was reached by the Court was significant in the automobile insurance industry. *Selective Ins. Co. of New York v. St. Catherine’s Ctr. for Child.*, 67 Misc. 3d 339, 341, 123 N.Y.S.3d 396, 399 (N.Y. Sup. Ct. 2019) Supreme Court granted a motion for summary judgment in favor of Eric’s client, resulting in the rescission of a retroactive prior acts of abuse or molestation endorsement. As a result of a highly collaborative effort between Eric and key personnel from his client, Eric secured testimony and evidence that the insured made a material



misrepresentation in obtaining the prior acts coverage, and that had it disclosed certain information about known potential claims, Eric's client would not have agreed to issue the retroactive endorsement. Based upon this evidence, the trial court partially granted Eric's motion for summary judgment and rescinded the prior acts endorsement. *State Ins. Fund v. Selective Ins. Co. of Am.*, 169 A.D.3d 568, 569, 92 N.Y.S.3d 638 (1st Dept. 2019) Appellate Division, First Department, reversed the trial court's decision to grant summary judgment in favor of the plaintiff and vacated a judgment in excess of \$1,000,000. In reversing the trial court's decision, the Appellate Division held that an employer's liability endorsement in the umbrella portion of the policy issued by Eric's client was clear and unambiguous, and barred coverage for the named insured, and in turn, plaintiff. The appellate court also held that under New Jersey law, plaintiff failed to establish an estoppel claim as a matter of law. *Nowakowski v. Selective Way Ins. Co.*, No. A-5416-15T1, 2017 WL 6398862, at *1 (N.J. Super. Ct. App. Div. 2017) Affirming trial court's decision to grant summary judgment and dismiss claims against Eric's client for improper cancellation of a businessowner's policy, interference with the insured's ability to secure coverage, bad faith, and violation of the New Jersey Consumer Fraud Act. The insured alleged that the cancellation of the businessowner's policy was improper and violated New Jersey statutes that govern policy cancellation. Eric was able to procure evidence and elicit an admission from the insured that it not only received the cancellation notice, but had no intention of renewing the subject policy prior to its cancellation. As a result of these findings, all other claims against Eric's client were dismissed. *Travelers, et al. v. ICCO Cheese, et al.* Eric obtained summary judgment in a declaratory judgment action where his client's named insured, and two putative additional insureds (both Fortune 50 companies), sought a defense and indemnification in numerous underlying class actions that were consolidated into a MDL and involved allegations of false labeling and overpayment of a product. Eric successfully argued that the claims and allegations asserted against the insureds did not trigger a duty to defend under Coverage A or B of the commercial general liability policy issued to the named insured. *Selective v. CWR* Eric obtained summary judgment in a declaratory judgment action where his client's named insured sought a defense and indemnification in an underlying wrongful death action, where the decedent was the subcontractor of the named insured. Eric successfully argued that the claims asserted against the named insured were barred by an endorsement within the policy that excluded coverage for bodily injury to a contractor.