



Associate Jeffrey Hall-Gale Successfully Obtained Dismissal of a Plaintiff's Complaint and Succeeded on a Counter-Claim Brought by the Firm's Small Business Client

June 6, 2022

Jeffrey Hall-Gale, an Associate in the firm's General Liability, Tort and Insurance Defense Department and resident in the Princeton, NJ office, successfully obtained dismissal of a Plaintiff's Complaint and succeeded on a Counter-Claim brought by the firm's small business client in a Lehigh County, Pennsylvania professional liability action.

Plaintiff purchased a trucking policy through the firm's client, an insurance agency. Plaintiff claims he paid the agency and told the agency that he did not want to start the policy until he actually had possession of the truck. On August 26, 2021, Plaintiff was provided all documents to sign showing the effective date of the policy was August 30, 2021. After signing the documents and after the policy information was submitted to the Federal Motor Carrier Safety Administration (FMCSA), Plaintiff contacted the firm's client to request that the policy effective date be changed from August 30, 2021 to September 15, 2021. After the firm's client attempted to change the effective date of the policy at the Plaintiff's request, it was determined that the effective date of the auto liability policy could not be changed as it has already been submitted to the FMCSA with the effective date of August 30, 2021. On August 31, 2021, Plaintiff requested to cancel the policy. However, due to Federal Motor Carrier Safety Regulations (49 C.F.R. § 387.7(b)(1)), cancellation of policies of insurance, surety bonds, and endorsements required by Federal Motor Carrier Safety Regulations may be effected by the insurer or the insured motor carrier giving 35 days' notice in writing to the other. As such, coverage cannot be flat cancelled.

Due to the Plaintiff's continued nonpayment of the insurance premium, the insurance broker involved in this transaction was seeking payment from the firm's insurance agent client. As such, the firm's client paid the outstanding premium to the broker on behalf of the plaintiff. A Counter-Claim was filed against the Plaintiff seeking payment of this outstanding premium. The Court found in favor of the firm's client on the Counter-Claim and ordered that Plaintiff reimburse the firm's client for paying the outstanding insurance premium to the broker on his behalf.

[About Cullen and Dykman's General Liability, Tort and Insurance Defense Department](#)

Our litigation attorneys represent individuals and corporations in general liability, tort and insurance defense matters ranging from personal injury and insurance coverage disputes to large-scale commercial litigation. Clients frequently engage our litigators to act as trial counsel in high-exposure cases, and we have extensive experience in appellate litigation involving liability and insurance matters.

About Cullen and Dykman

Cullen and Dykman (www.cullenllp.com) has been providing legal services to institutional clients since 1850. The firm represents a wide range of clients, including banks and other financial institutions, energy, telecommunications and water companies, construction companies, insurers, educational institutions, religious organizations, and not-for-profits. With over 190 attorneys in seven offices located throughout the Northeast and Mid Atlantic regions, Cullen and Dykman is strategically positioned to meet the changing needs and demands of our clients.

Practices

- General Liability, Tort and Insurance Defense