

DOCKET NO. FBT-CV-15-5030346-S : SUPERIOR COURT  
AMIEL DABUSH DOREL : J.D. OF FAIRFIELD  
v. :  
LLOYDS LONDON : AT BRIDGEPORT  
: April 3, 2015

### **ANSWER AND SPECIAL DEFENSES**

Defendants, certain Underwriters at Lloyd’s, London (“Underwriters”), incorrectly identified in the above-entitled action as “Lloyds London”, by and through their undersigned counsel answer the complaint of plaintiff, Amiel Dabush Dorel as follows:

1. Underwriters lack knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the complaint, therefore deny the same and leave plaintiff to his proof.

2. Underwriters admit they entered into an insurance contract, respectfully refer the Court to the contract for the terms, provisions and exclusions thereof contained in the contract but otherwise lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 2 of the complaint, therefore deny the same and leave plaintiff to his proof.

3. Underwriters lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the complaint, therefore deny the same and leave plaintiff to his proof.

4. Underwriters lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the complaint, therefore deny the same and leave plaintiff to his proof.

#### AS AND FOR A FIRST DEFENSE

Defendants previously paid plaintiff for damage to the property that appears to be the subject of this lawsuit.

#### AS AND FOR A SECOND DEFENSE

At the time the insurance contract was applied for, plaintiff represented that the premises were not undergoing renovation or construction work and that no such work was contemplated. This representation was the basis for and induced defendants to enter into the contract. Upon information and belief, this representation was untrue and was known to be untrue by the plaintiff. Defendants were misled by plaintiff.

#### AS AND FOR A THIRD DEFENSE

The contract provides, in part, that it does not insure for loss caused by:

“(4) Theft in or to a dwelling or structure under construction;

....

(6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by an intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.”

Defendants have no obligation to plaintiff by reason of the above quoted provisions in the contract.

#### AS AND FOR A FOURTH DEFENSE

The contract provides, in part, that it does not insure for loss or damage directly or indirectly arising out of or relating to any construction, renovation, remodeling or repairs being performed on or upon the insured premises during the period of the policy. Defendants have no obligation to plaintiff by reason of the above referenced provision in the contract.

AS AND FOR A FIFTH DEFENSE

The contract provides, in part, that loss thereunder is subject to a \$2,500 deductible each occurrence.

AS AND FOR A SIXTH DEFENSE

Defendants' liability to plaintiff, if any, is subject to and limited by the terms, provisions, limitations and conditions of the contract.

AS AND FOR A SEVENTH DEFENSE

Plaintiff's action is barred to the extent that plaintiff failed to mitigate damages.

AS AND FOR A EIGHTH DEFENSE

Plaintiff's action is barred to the extent that it does not involve a covered cause of loss under the applicable policy.

AS AND FOR AN NINTH DEFENSE

Plaintiff's action is barred to the extent that plaintiff failed to comply with any applicable policy conditions or duties.

WHEREFORE, Underwriters demand judgment in their favor together with such other and further relief as is just and proper.

Dated: Wilton, Connecticut

Defendants,  
Certain Underwriters at Lloyd's, London

By: /s/ William A. Meehan  
William A. Meehan  
Juris No. 414310  
Slutsky, McMorris & Meehan, LLP  
396 Danbury Road  
Wilton, Connecticut 06897  
(203) 762-9815

**CERTIFICATION**

This is to hereby certify that a copy of the foregoing was mailed on April 3, 2015 to counsel and all pro se parties of record as follows:

Amiel Dabush Dorel  
14 Marshall Lane  
Weston, CT 06883

/s/ William A. Meehan  
William A. Meehan