

DOCKET NO. FBT-CV-15-5030346-S : SUPERIOR COURT
AMIEL DABUSH DOREL : J.D. OF FAIRFIELD
v. :
LLOYDS LONDON : AT BRIDGEPORT
: January 25, 2016

MOTION FOR SUMMARY JUDGMENT

Pursuant to Practice Book § 17-44, *et seq.*, defendants certain Underwriters at Lloyd’s, London (“Underwriters”), incorrectly identified as “Lloyds London”, move for an order directing the entry of judgment in their favor on the ground that there is no material issue requiring trial of claim asserted by plaintiff. The undisputed facts, as shown in the accompanying Affidavit of Antoine G. Brown, Exhibits A through C thereto, the Affidavit of William A. Meehan with attached Exhibits D through G, and plaintiff’s deposition testimony, establish that plaintiff’s property insurance claim is excluded from coverage under the express terms of the insurance policy. The policy states that it does not insure for loss caused by:

(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.

Plaintiff purchased the single family residence located at 414 Jackson Avenue, Bridgeport on February 7, 2014 for investment purposes. The house was vacant and remained so through June 20, 2014 when plaintiff discovered that persons unknown had broken into the unoccupied house and removed copper plumbing. Water that escaped from the stolen copper piping damaged the basement area of the house. The house was not under construction but was in the process of being prepared for resale. Plaintiff admits the house was unoccupied during his ownership. Given that the house was vacant, there is no coverage for plaintiff’s loss under the policy provided by Underwriters. Since the undisputed facts establish that the claim alleged in

the complaint is not covered by the policy, this matter is ripe for summary judgment in favor of defendants.

Wherefore, defendants respectfully request entry of judgment in their favor and against the plaintiff together with such other and further relief as the Court deems proper.

Dated: Wilton, Connecticut

Defendants,
Certain Underwriters at Lloyd's, London

By: /s/ William A. Meehan
William A. Meehan
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CERTIFICATION

This is to hereby certify that a copy of the foregoing was mailed on January 25, 2016 to counsel and all pro se parties of record as follows:

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