

Insurance law attorney Jared Stolz comments on Thomas v. Allstate New Jersey Ins. Co. case involving policy reformation

While the Thomas opinion is unpublished, it provides insights into the Supreme Court of New Jersey's views on reformation of an insurance policy.

FLEMINGTON, NEW JERSEY, UNITED STATES, March 15, 2019 /EINPresswire.com/ -- The Supreme Court of New Jersey recently elaborated on the issue of reformation of an insurance agreement where a party was apparently negligent in its actions. While this is an unpublished opinion, it provides insights into how courts handle insurance issues. [Jared Stolz](#), Esq. is providing his thoughts on this subject in a new article. The complete article will be available on Mr. Stolz' blog at <https://jaredstolz.law.blog/>

Plaintiff Margie Thomas filed a lawsuit against Allstate New Jersey Insurance Company (hereinafter "Allstate") arising out of a denied homeowner's insurance claim. Allstate was granted summary judgment by the trial court and Thomas appealed.

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in Thomas, the court reiterated that reformation on the basis of mistake will not be granted when the mistake is the result of the complaining party's own negligence”

*Jared Stolz, insurance lawyer
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“In 1984, plaintiff and Westley Graves commenced cohabitating in a house Graves purchased earlier that year. He obtained a homeowner's insurance policy from defendant at that time, which was renewed annually over the next thirty-one years. It is not disputed that, during this period, the policy defined an insured as the named insured and any resident of the household who was related to the named insured. Throughout this entire period the only named insured was Westley Graves. Plaintiff does not contend she was a relative of Graves.”

“In 1987, Graves executed an assignment in which he conveyed to plaintiff a sixty-five percent interest in the house, although only Graves's name continued to appear on the deed. In 2003, plaintiff and Graves terminated their relationship, and Graves moved out of the house. Plaintiff continued to live in the house and paid the mortgage, property taxes, and the annual premiums on the

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homeowner's insurance policy. She was aware her name was not on the policy, but she did not contact defendant to request she be added as an insured under the policy or obtain a policy that provided homeowner's insurance coverage to her."

Unfortunately, a fire destroyed the house and most of its content in 2015. Graves submitted a homeowner's insurance claim for the real property and was approved for \$135,775. Graves then assigned the insurance proceeds to the Plaintiff for a nominal sum. Allstate, however, rejected the Plaintiff's claim for destroyed personal property because she was not the insured under the policy. Plaintiff's ensuing lawsuit was dismissed for the same reason and also because she filed her insurance claim outside the 1-year deadline.

Plaintiff asserted that the policy should be reformed to acknowledge her as an insured. "Plaintiff maintains reformation is in order because she made a mistake by assuming she was covered under the policy. She further asserts defendant's acceptance of the premium payments from her over the years constituted inequitable conduct, because defendant got the benefit of her payments without checking whether she was an insured under the policy."

New Jersey Supreme Court rejected the argument. Noting that the Plaintiff received a renewal policy each year and knew that her name was not on the policy, court reiterated "that reformation on the basis of mistake will not be granted when 'the mistake is the result of the complaining party's own negligence.'" The Court then held that the question of timely claim need not be addressed because the Plaintiff was not an insured under the policy. The case is *Thomas v. Allstate New Jersey Insurance Company*, A-2419-17T3.

About [J. Elliott Stolz](#), Esq.

[Jared Elliott Stolz](#) is an attorney in New Jersey, focusing on insurance law and litigation. Jared E. Stolz is the managing partner of Stolz and Associates. Jared Stolz received his undergraduate education at Drew University in Madison, New Jersey and graduated with honors from Seton Hall University School of Law. Mr. Stolz has been the managing partner of Stolz and Associates since

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2004, specializing in providing individual and customized attention to insurance carriers needs on substantial coverage disputes. Mr. Stolz has nearly two decades of experience in the insurance industry and strives to offer the clients a combination of tried and true legal analysis along with tactic, brought to it by today's technology, with a focused eye on expenses. He has represented prominent clients in numerous noteworthy cases with published opinions, and has published and given seminar on insurance law topics.

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