

CERTIFICATES OF
INSURANCE:
WHAT EVERY NEW YORK RISK
AND INSURANCE PROFESSIONAL
NEEDS TO KNOW

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This monograph discusses legal issues that arise from the use of certificates of insurance governed by New York law.

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Context

In many commercial contexts, one party to a contract will often agree to procure insurance

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meeting various specifications, such as a policy that affords specific limits of liability, or that names the other party as an additional insured. The party promising to procure such insurance will normally need to document that it actually has done so. Rather than turn over a copy of its insurance policy, it will instead provide a certificate of insurance: a short (typically one-page) document, summarizing key data about its insurance.

Using such certificates has a number of practical advantages over providing copies of actual insurance policies. Certificates of insurance are very short, while insurance policies can be many pages long. Certificates can be prepared and issued quickly, but an insurance policy might not be issued until months after coverage incepts. Certificates of insurance can be — and often are — issued by an insured’s broker, without the necessity of involving the insurance company in the process. Many insureds are reluctant to disclose the details of their insurance policies to third parties, but have no such reluctance about providing certificates. All of this makes the use of certificates much easier, faster, cheaper, more convenient, and less intrusive than would be turning over copies of actual insurance policies.

Those advantages have made certificates of insurance the most common and preferred way to document the nature of a contracting party’s coverage in most commercial contexts. However, nothing in life is free. The undeniable advantages of using certificates are achieved only by accepting certain risks: (a) the risk that a certificate might omit key details of a policy’s coverage and (b) the risk that a certificate may be inconsistent with a policy’s actual provisions. In the event of a claim, discrepancies between certificates and policies can embroil policyholders, brokers, insurers, and third parties in substantial disputes.

ACORD Form 25-S (7/97)

Probably the most commonly used forms of certificate are those published by ACORD (Association for Cooperative Operations Research and Development) since the early 1970s.¹ Such forms provide a compact, standardized summary of key information about an insured’s insurance program: types of policies,

insurer(s), effective dates, policy numbers, each policy's applicable limits, the name of the certificateholder, *etc.* The current version, ACORD form 25-S (7/97), fulfills that goal admirably. Much of the information called for by such a certificate is routine and can be reliably determined and entered on the form even by clerical staff.

However, that is not to say that certificates of insurance are perfect. For a variety of reasons, they are not.

First, certificates may call for information that can be subtle, detailed, or debatable. For example, the current ACORD form contains a one-inch-high box, into which one is supposed to enter "DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS." Even assuming the person completing the form has the requisite time, experience, training, and knowledge to extract that information reliably from the actual policies (which may or may not be the case), it may be impossible to fit all the details into the space provided on the form. Such information might be added on a separate sheet of paper, but few people who prepare such forms will go to the trouble to do so. Realistically, one will often see nothing in this box; or, nothing more than a series of brief notations in insurance industry jargon, perhaps raising as many questions as it answers.

It is also important to note what information certificates do *not* provide. Certificates cannot include information about endorsements added to the policy after the certificate was issued. They generally give no indication of how much of the policy aggregate has been exhausted, or is expected to be exhausted by open claims. Also, if the policyholder is only one of numerous named insureds under the policy (*e.g.*, one of dozens of subsidiaries or affiliates insured under the same policy), the certificate may give no clue that the policy limit of liability is shared by dozens of other organizations.

The form also allows the preparer to designate whether the certificateholder is an additional insured under one or more of the

policies, simply by checking a box. However, there are many different kinds of additional insured endorsements in common use: checking a box provides no information about the actual terms of the coverage provided for the certificateholder, or about any limitations or conditions on such coverage. Again, such details might be provided on a separate sheet of paper, but few people preparing such forms are likely to recognize the need or take the time to do so. In some cases, the requisite additional insured endorsement might not yet have been issued by the insurance company when the certificate is needed, in which case such details would not be available.

Certificates are Intended to be Purely Informational

Certificates of insurance are intended to be purely *informational*. That is, they are not intended to confer any rights on either the policyholder or the certificateholder. The New York State Insurance Department has expressly advised insurers that:

...[C]ertificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand, or otherwise alter the terms of the actual policy.

A certificate of insurance that lists the pertinent coverage terms as they appear in the actual policy is not considered a policy form that requires the Superintendent's prior approval. However, one that amends, expands or otherwise alters the terms of the applicable insurance policy constitutes a policy form, which must be filed with the Superintendent of Insurance in accordance with Section 2307(b) of the Insurance Law.²

The current ACORD form of certificate expresses the same limitation through a series of prominent disclaimers. The front of the form states, in bold type near the top of the page:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,

**EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE
POLICIES BELOW.**

A little lower down on the front of the form appears the following:

...NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

The same theme recurs in additional disclaimers on the reverse of the form:

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Given (a) the inherent limitations of such abbreviated certificates for presenting detailed coverage information and (b) that such certificates are prepared by fallible human beings, it should come as no surprise that the information reflected on a certificate of insurance is sometimes inconsistent with the actual provisions of the policy to which it refers. For

example, a certificate might reflect policy limits substantially higher than those actually afforded by the policy, or may reflect that the certificateholder is an additional insured when, in fact, it is not an additional insured. Such inconsistencies may be the result of inadvertence, carelessness, misinterpretation of the policy, or even deliberate deception.

If such inconsistencies are known to occur, is it safe to rely on certificates of insurance as evidence that the insurance they describe actually exists? In the event of such an inconsistency, which controls: the information on the certificate, or the actual provisions of the policy? As with many coverage issues, the short answer is, "It depends." Specifically, it will depend in many cases on exactly who issued the certificate, and under what circumstances. It will also depend on which court decides the issue, because downstate courts in the First and Second Departments often look at such questions differently than do upstate courts in the Third and Fourth Departments.³

A Certificate Issued by an Insured's Broker, Without the Insurer's Knowledge, Normally Confers no Rights and Does Not, by Itself, Bind the Insurer

Perhaps the most commonly litigated inconsistency between certificates and policy provisions relates to whether the certificateholder is an insured under the policy. This inconsistency typically arises when a policyholder asks its broker to have another party ("Company A") added as an insured under the policyholder's policy. The broker issues a certificate saying Company A is an insured or additional insured, but either the broker never asks the insurer to endorse the policy to that effect, or the insurer declines to do so. The result is that the certificate issued by the policyholder's broker (**not** by the insurer) says Company A is an additional insured, but the policy itself says otherwise. This happens more often than one might expect.⁴ When a claim arises, Company A asks the insurer to defend it, but the insurer refuses because Company A is not an insured under the policy. In such a case, the would-be additional insured typically argues:

- (a) it was never given a copy of the actual policy to examine,

- (b) its reliance on the broker's certificate was reasonable,
- (c) the certificate is evidence of coverage,
- (d) the certificate is binding on the insurer, and
- (e) Company A is therefore entitled to coverage under the policy.

The insurer, on the other hand, argues:

- (a) it never agreed to insure Company A (and perhaps was never even asked to do so),
- (b) it never received any premium to insure Company A,
- (c) the broker who prepared the certificate had no right or authority to amend the policy or bind coverage on behalf of the insurance company,
- (d) the certificate states on its face that it confers no rights on the certificateholder, so Company A's reliance on the certificate was unreasonable,
- (e) although, in some factual contexts, a certificate is sometimes said to be evidence of coverage, that cannot overcome the fact that the actual policy does **not** insure Company A, and, therefore,
- (f) Company A is not an insured and the insurer has no obligation to it.

Under current New York law, the insurer should usually win this argument, at least in the First and Second Departments.

First and Second Department decisions hold that a certificate of insurance similar to ACORD form 25-S (7/97), issued by a policyholder's broker without the knowledge or ratification of the insurer, generally confers no rights on either the policyholder or the certificateholder and does not bind the insurer.⁵ Where the actual policy language is inconsistent with such a certificate, the policy language will ordinarily control.⁶ Although a certificate is sometimes said to be "evidence of coverage," a certificate issued by a broker is really nothing more than evidence that the broker said a particular insurance policy exists. The certificate

is not conclusive proof that such a policy actually exists, nor is it a contract to insure in and of itself.⁷

Therefore, if the policy clearly provides that Company A is not an insured, and all Company A can point to is its contract with the policyholder and a certificate issued by that policyholder's broker without the insurer's knowledge, then Company A will generally be out of luck: something more will be needed before a court will hold that Company A is insured by the policy. As discussed below, that "something more" can sometimes be found in the legal doctrines of *estoppel* and *agency*.

A Certificate Issued by an Insurer May Bind the Insurer

At least one Third Department case has held that a certificate issued by the insurer itself — *i.e.*, not by the insured's broker — may bind that insurer, even if it is inconsistent with the actual policy terms.⁸ That is because, in issuing such a certificate the insurance company purports to describe **its own** policy and **its own** insuring intent. It is reasonable for a contracting party (Company A, in our example) to rely on an insurer's description of its own policy terms and intent: that is why the insurer issued the certificate in the first place. If Company A then changes its position in reliance on the certificate, such as by awarding a contract to the policyholder, Company A could be unfairly prejudiced if the insurer were later permitted to disavow its own certificate. This combination of reasonable reliance on the insurer's words or conduct, a change in position as a result of that reliance, and inequity if the insurer were permitted to disavow its words or conduct, is often said to give rise to an *estoppel*: a legal bar imposed in the interest of fairness. Under an estoppel theory, an insurer will be required to back up its own certificate if a party relies on it to his detriment, even if the insurer issued the certificate by mistake or as the result of clerical error, and even if the certificate is inconsistent with the terms of the policy.⁹

A Certificate Issued by an Insurer's Agent May Bind the Insurer

This idea of estoppel has also been applied — mainly in the Third and Fourth

Departments — when the certificate was issued, not by the insurer itself, but by its “agent.” The word *agent* is used pretty loosely in the insurance industry, but has a specific definition as a legal term. Not every producer is an insurer’s agent in the eyes of the law, even if it has the word *Agency* in its name. In this context, a true agent is someone appointed and authorized by the insurer to act on the insurer’s behalf in the insurer’s business, as opposed to being an independent broker acting on behalf of insureds and prospective insureds. Depending on the specific facts of a case, a producer can sometimes be both an insurer’s agent and a policyholder’s broker in different transactions, or at different points in the same transaction. A producer can also sometimes be a “dual” agent, acting on behalf of both the insurer and the policyholder at the same time.

With respect to certificates of insurance, the question should ultimately boil down to this: when the producer issued the certificate, did it do so as an agent of the insurer, or as part of its service to the insured? In some cases, courts have examined the terms of a producer’s agency agreement or other evidence, to see whether the producer had actual or apparent authority to bind coverage or amend policies.¹⁰ In other cases, courts (mainly in the Third Department) have apparently **assumed** that a particular producer issued a certificate as an agent of the insurer, with no explanation of how they arrived at that conclusion.¹¹

If a producer issues a certificate as an agent of the insurer, a court will be more likely to conclude the certificate binds that insurer, even if the insurer was unaware of the certificate and even if the certificate is inconsistent with the actual policy terms.¹²

An Insurer May be Bound by an Erroneous Certificate if the Insurer Does Something that Seems to Ratify the Certificate

Other kinds of conduct by an insurance company may give rise to an estoppel that will prevent it from disavowing a certificate of insurance. For example, if an insurer adjusts and pays claims in a manner that is consistent with a certificate of insurance, but inconsistent with the policy’s actual provisions, it might be estopped from disavowing the certificate.¹³ Similarly, if an

insurer initially disclaims coverage for Company A only because of something that is otherwise consistent with Company A’s being an insured under the policy, that might be taken as an implicit acknowledgment that Company A actually is an insured.¹⁴

If the Certificate Is Wrong, Who Might be Liable to Whom?

If a broker issues a certificate saying — erroneously — that Company A is an additional insured, then what legal consequences might ensue? Several:

1. First, Company A may sue the insurer for a declaration of coverage based on the erroneous certificate. As discussed above, such claims are difficult to win in the First and Second Departments, but somewhat easier to win in the Third and Fourth Departments.
2. If Company A loses — *i.e.*, is held **not** to be an insured — then it can sue the policyholder for breaching the contract under which the policyholder was supposed to procure insurance.¹⁵ In most cases, Company A’s measure of damages in such a claim will be the amount of its out-of-pocket loss: the premium that Company A paid for its own insurance and any expenses not covered by that insurance.¹⁶ If Company A has no insurance of its own, then it may recover from the policyholder all damages and defense costs that it has to lay out from its own pocket.
3. If Company A wins such a breach of contract claim against the policyholder, can the policyholder turn around and sue the broker? Probably. I have not seen a case that actually decided such a claim, but this would seem to be analogous to a classic broker E&O claim for failure to procure insurance. However, the policyholder would have to prove that such insurance could have been procured and that the broker either acted culpably (*e.g.*, negligently or fraudulently) or breached a contract to procure insurance.¹⁷
4. If Company A loses against the insurance company (*i.e.*, Company A is **not** an insured), can it turn around and sue the broker who issued the certificate? Not in the First or Second Department: both of those courts

have held that the broker owes no duty to Company A in this situation, and Company A therefore has no claim against the broker.¹⁸ As of this writing, the Third and Fourth Departments have apparently not decided such a case.

5. If Company A wins against the insurance company — *i.e.*, Company A is an insured — can the insurer turn around and sue the broker (or agent) that issued the certificate? Perhaps. I am unaware of a case that actually decided such a claim, but general principles of agency law provide that when a principal is vicariously liable for the conduct of its agent, the principal can seek indemnification from the agent. However, the insurer would probably be required to prove that the agent acted either improperly (*e.g.*, negligently or fraudulently) or beyond the scope of its authority. If the broker and insurer have an agency agreement that includes an arbitration clause, then such a claim would probably have to be arbitrated.¹⁹

Recommendations to Consider

Parties dealing with certificates of insurance may wish to consider the following recommendations.

If You are a Certificateholder

1. Always bear in mind that, although certificates of insurance are convenient and comforting, they may be inaccurate.
2. Never “go bare” in reliance on a certificate of insurance. The coverage you think is being provided by the other party’s insurance may be illusory.
3. Instead of accepting a certificate issued by a broker, consider whether to insist on receiving a certificate issued by the insurer. This provides a greater measure of reliability and security, but at the cost of delay. Some insurers might refuse to provide certificates, because doing so involves an otherwise needless expense.
4. Instead of accepting a broker’s certificate at face value, consider asking the insurer to countersign it or otherwise verify its accuracy. This provides a greater measure of reliability and security, but at the cost of

delay and administrative complexity. Also, some insurers might be unwilling to perform this service.

5. If the issue is important enough to you, do not accept a certificate of insurance. Instead, insist on receiving a copy of the policy, or of the particular policy provision or endorsement that is your focus of concern. This provides a greater measure of reliability and security, but at the cost of delay and administrative complexity. In addition, once you get the copy, you will have to read it to make sure it is satisfactory.
6. If, despite your best efforts, you are embroiled in a dispute over whether a certificate of insurance binds the insurer, try to have the case decided by a court in the Third or Fourth Department, rather than in the First or Second Department.

If You Are an Insurer

1. In your agency agreements, consider including an express provision to the effect that the producer has no authority to issue any certificate that varies from or expands the coverage actually afforded by the policy.
2. In your agency agreements, consider including a provision that the producer must indemnify the company for any loss, cost, expense, or liability incurred by reason of the producer’s issuance of a certificate that varies from or expands the coverage actually afforded by the policy.
3. In your agency agreements, consider including a provision explicitly stating that the agency will issue certificates of insurance only as a service to its customers, and not as an agent of the insurer.
4. When analyzing whether a producer’s certificate imposes any obligation on you, pay close attention to whether the producer issued the certificate as your agent, or as the insured’s broker. If the producer was not acting as your agent, be prepared to prove that in any litigation that might result.
5. If, despite your best efforts, you are embroiled in a dispute over whether a certificate of insurance binds your company, try to have the case decided by a court in the

First or Second Department, rather than in the Third or Fourth Department.

If You Are a Producer

1. Always be aware that certificates are not risk-free paperwork: they can sometimes impose real obligations and liabilities on you, your customers, and your markets.
2. When issuing a certificate, never send just a photocopy of the front of the ACORD form: the reverse of the form contains important disclaimers that should not be omitted.

Notes

¹ Evidence of insurance required by financial responsibility statutes and regulations (such as ICC Form MCS 90 and New York's FS-1) and evidence of property insurance are beyond the scope of this discussion. This discussion is limited to non-statutory and non-regulatory evidence of liability insurance, substantially similar to ACORD's Form 25-S (7/97).

² State of New York, Insurance Department, Circular Letter No. 8, June 7, 1995.

³ New York State's intermediate appellate courts are divided geographically into four judicial "departments." The First Department consists of New York and Bronx Counties (Manhattan and the Bronx). The Second Department consists of Dutchess, Kings (Brooklyn), Nassau, Orange, Putnam, Queens, Richmond (Staten Island), Rockland, Suffolk, and Westchester Counties. All the other counties are in either the Third or Fourth Department. Case law decided by the Appellate Division in one department is not binding precedent in the courts of another department, but may be followed if it is persuasive. If decisions of different departments conflict with one another, they may eventually be reconciled by either the state's highest court (the Court of Appeals) or the legislature.

⁴ This situation should be distinguished from that in which the broker has asked — and the insurer has agreed — to add Company A as an insured, but the necessary endorsement has not yet been issued when a claim is made. In that case, reading a few documents should quickly establish that such a request was made and agreed to, making the issuance of the endorsement almost a ministerial act. Few such situations should wind up in court, unless the insurer issues an additional insured endorsement substantially more restrictive than that reasonably expected by the additional insured.

⁵ *E.g., Penske Truck Leasing Co., L.P. v. Home Ins. Co.*, 251 A.D.2d 478, 674 N.Y.S.2d 400 (2nd Dep't 1998); *American Ref-Fuel Co. of Hempstead v. Resource Recycling, Inc.*, 671 N.Y.S.2d 93, 248 A.D.2d 420 (2nd Dep't 1998); *Buccini v. 1568 Broadway Associates*, 250 A.D.2d 466, 673 N.Y.S.2d 398 (1st Dep't 1998). This is the usual approach of courts in the First and Second Departments, in the New York City metropolitan area. As discussed in more detail below, upstate courts in the Third Department often look at this situation differently.

⁶ *E.g., Glynn v. United House of Prayer*, 2002 WL 467888 (1st Dep't 2002); *American Motorist Ins. Co. v. Superior Acoustics Inc.*, 277 A.D.2d 97, 716 N.Y.S.2d 389 (1st Dep't 2000); *Penske Truck Leasing Co., L.P. v. Home Ins. Co.*, 251 A.D.2d 478, 674 N.Y.S.2d 400 (2nd Dep't 1998); *American Ref-Fuel Co. of Hempstead v. Resource Recycling, Inc.*, 671 N.Y.S.2d 93, 248 A.D.2d 420 (2nd Dep't 1998); *Buccini v. 1568 Broadway Associates*, 250 A.D.2d 466, 673 N.Y.S.2d 398 (1st Dep't 1998).

⁷ *E.g., Horn Maintenance Corp. v. Aetna Cas. & Sur. Co.*, 225 A.D.2d 443, 639 N.Y.S.2d 355 (1st Dep't 1996).

⁸ *Bucon, Inc. v. Pennsylvania Mfg. Assn. Ins. Co.*, 151 A.D.2d 207, 547 N.Y.S.2d 925 (3rd Dep't 1989).

⁹ *E.g., Bucon, Inc. v. Pennsylvania Mfg. Assn. Ins. Co.*, 151 A.D.2d 207, 547 N.Y.S.2d 925 (3rd Dep't 1989). Cases from the First and Second Departments suggest that most downstate courts would not follow the *Bucon* analysis. Rather, the First and Second Departments tend to follow the rule that, when there is no coverage under the policy, then coverage cannot be created by estoppel from a certificate. *E.g., American Ref-Fuel Co. of Hempstead v. Resource Recycling, Inc.*, 671 N.Y.S.2d 93, 248 A.D.2d 420 (2nd Dep't 1998); *but cf., St. George v. W.J. Barney Corp.*, N.Y. Law Journal, March 11, 1999, p. 28, col. 6 (Sup.Ct., N.Y. County, 1999), *rev'd on other grounds*, 270 A.D.2d 171, 706 N.Y.S.2d 24 (1st Dep't 2000) [trial court indicated it would have followed *Bucon*'s estoppel analysis if there had been evidence that broker issued certificate as agent of insurer].

¹⁰ *E.g., Lenox Realty Inc. v. Excelsior Ins. Co.*, 255 A.D.2d 644, 679 N.Y.S.2d 749 (3rd Dep't 1998); *Tavano v. Tavano Enterprises, Inc.*, 227 A.D.2d 836, 642 N.Y.S.2d 409 (3rd Dep't 1996), *Ive to appeal dismissed*, 88 N.Y.2d 1018, 649 N.Y.S.2d 383, 672 N.E.2d 609 (1996); *Niagara Mohawk Power Corp. v. Skibeck Pipeline Co.*, 270 A.D.2d 867, 705 N.Y.S.2d 459 (4th Dep't 2000).

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- ¹¹ *E.g., Zurich Ins. Co. v. White*, 221 A.D.2d 700, 633 N.Y.S.2d 415 (3rd Dep't 1995); *Jackson v. Northeast United Corp.*, 186 Misc.2d 259, 718 N.Y.S.2d 564 (Sup.Ct., Tompkins County, 2000).
- ¹² *E.g., Lenox Realty Inc. v. Excelsior Ins. Co.*, 255 A.D.2d 644, 679 N.Y.S.2d 749 (3rd Dep't 1998), *lve to appeal denied*, 93 N.Y.2d 807, 691 N.Y.S.2d 2, 712 N.E.2d 1245 (1999); *Bucon v. Pennsylvania Mfg. Assn. Ins. Co.*, 151 A.D.2d 207, 547 N.Y.S.2d 925 (3rd Dep't 1989).
- ¹³ *Zurich Ins. Co. v. White*, 221 A.D.2d 700, 633 N.Y.S.2d 415 (3rd Dep't 1995) [policy provided for a \$500/claim deductible, but certificate said there was no deductible; after adjusting and paying hundreds of claims without applying any deductible, insurer was estopped from applying deductible].
- ¹⁴ *Cf., Bucon, Inc. v. Pennsylvania Mfg. Assn. Ins. Co.*, 151 A.D.2d 207, 210, 547 N.Y.S.2d 925, 927 (3rd Dep't 1989).
- ¹⁵ *Kinney v. G.W. Lisk Co., Inc.*, 76 N.Y.2d 215, 557 N.Y.S.2d 283, 556 N.E.2d 1090 (1990).
- ¹⁶ *Inchaustegui v. 666 5th Ave. Ltd. Partnership*, 96 N.Y.2d 111, 725 N.Y.S.2d 627, 749 N.E.2d 196 (2001).
- ¹⁷ *Cf., American Motorists Ins. Co. v. Salvatore*, 102 A.D.2d 342, 476 N.Y.S.2d 897 (1st Dep't 1984); *Kinns v. Schulz*, 131 A.D.2d 957, 516 N.Y.S.2d 817 (3rd Dep't 1987); *Andriaccio v. Borg and Borg, Inc.*, 198 A.D.2d 253, 603 N.Y.S.2d 528 (2nd Dep't 1993).
- ¹⁸ *Glynn v. United House of Prayer*, 2002 WL 467888 (1st Dep't 2002); *St. George v. W.J. Barney Corp.*, 270 A.D.2d 171, 706 N.Y.S.2d 24 (1st Dep't 2000); *American Ref-Fuel Co. of Hempstead v. Resource Recycling, Inc.*, 671 N.Y.S.2d 93, 248 A.D.2d 420 (2nd Dep't 1998).
- ¹⁹ *Lenox Realty Inc. v. Excelsior Ins. Co.*, 255 A.D.2d 644, 679 N.Y.S.2d 749 (3rd Dep't 1998), *lve to appeal denied*, 93 N.Y.2d 807, 691 N.Y.S.2d 2, 712 N.E.2d 1245 (1999) [where agency agreement contained an arbitration clause, parties were required to arbitrate — not litigate — insurer's claim that agent exceeded its authority by issuing erroneous certificate].