

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FIRST DEPARTMENT

AIG Prop. Cas. Co. v. High Line Constr. Group LLC

2026 NY Slip Op 02872 · No. Index Nos. 158444/18, 595626/19, 595475/21; Appeal No. 6555; Case No. 2025-01839 · Decided May 7, 2026

SUMMARY

The Appellate Division, First Department, modified an order concerning a sprinkler discharge allegedly caused by work performed by Sammy's Interior Painting, Inc., awarding High Line Construction Group LLC conditional summary judgment on its contractual indemnification claim against Sammy's. The court otherwise affirmed summary judgment in favor of AIG Property Casualty Company and The Night LLC on contractual indemnification claims against High Line. It held that evidence could support a finding that Sammy's negligently triggered the sprinkler and that the indemnification provisions were enforceable because High Line was not negligent.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Moulton, J.P.; Gesmer, J.; Higgitt, J.; Michael, J.; Chan, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	May 7, 2026
DOCKET	Index Nos. 158444/18, 595626/19, 595475/21; Appeal No. 6555; Case No. 2025-01839
DISPOSITION	other
PROCEDURAL POSTURE	Appeal from an order granting partial summary judgment to AIG and The Night on contractual indemnification claims against High Line, denying Sammy's summary judgment motion on negligence and related claims, and denying High Line partial summary judgment on its contractual indemnification claims against Sammy's.
STANDARD OF REVIEW	De novo review of summary judgment determinations and contractual indemnification issues.
PRECEDENTIAL VALUE	Published appellate decision
PARTIES	High Line Construction Group LLC, Sammy's Interior Painting, Inc. v. AIG Property Casualty Company as Subrogee of Adam Schwartz, The

TOPICS

indemnity construction law negligence standard of review appellate procedure

PRACTICE AREAS

construction law insurance contracts torts appellate procedure

QUESTIONS PRESENTED

1. Whether Sammy's was entitled to summary judgment dismissing the negligence claim and related cross-claims and third-party claims where evidence could support a finding that its work caused the sprinkler discharge.
2. Whether AIG and The Night were entitled to summary judgment for contractual indemnification against High Line under broad indemnification provisions covering claims arising from the work or the acts of High Line or its subcontractors.
3. Whether High Line was entitled to conditional summary judgment for contractual indemnification against Sammy's where there was no evidence that High Line was negligent or controlled the work near the sprinkler.

HOLDINGS

1. Summary judgment was properly denied because evidence in the record could allow a jury to conclude that Sammy's negligently caused the sprinkler's initial discharge by launching a force or instrument of harm.
2. AIG and The Night were properly awarded summary judgment on their contractual indemnification claims against High Line because High Line's indemnification provision was broad and did not limit liability to situations in which High Line itself was negligent.
3. High Line was entitled to conditional summary judgment against Sammy's on its contractual indemnification claim because the record contained no evidence that High Line workers were near the sprinkler or controlled the relevant work, and High Line therefore was not negligent.

KEY QUOTATIONS

*"Supreme Court properly denied Sammy's motion for summary judgment since there is evidence in the record from which a jury could conclude that Sammy's, a painting subcontractor which was performing touch-up work on the same wall where a sprinkler head discharged, negligently caused the initial discharge by launching a force or instrument of harm" (*1)*

*"This provision 'is written in broad terms' and does not limit High Line's liability to instances where it is negligent" (*2)*

"Because High Line was not negligent, the provisions in the agreement between it and Sammy's requiring the latter to indemnify it and provide a defense are 'enforceable under General Obligations Law § 5-322.1 even

*though the agreement does not limit the obligation to what the law allows"" (*2)*

FACTUAL BACKGROUND

A sprinkler head discharged while Sammy's Interior Painting, Inc., a painting subcontractor, was performing touch-up work on a wall. The record included testimony that Sammy's workers used a ladder and metal spackle knives, video showing a ladder near the sprinkler, and evidence that the sprinkler could have been triggered by contact with the work tools. High Line's contract with The Night required broad indemnification and defense obligations for claims arising from the work or the negligent or willful acts of High Line or its subcontractors.

PROCEDURAL HISTORY

Supreme Court, New York County, entered an order on March 5, 2025. The Appellate Division unanimously modified the order to award High Line conditional summary judgment against Sammy's on High Line's contractual indemnification claim and otherwise affirmed the order.

DISPOSITION

other

REMAND INSTRUCTIONS

The order was modified only to award High Line conditional summary judgment against Sammy's on High Line's contractual indemnification claim; the order was otherwise affirmed.

CASES CITED

- Espinal v Melville Snow Contrs., 98 NY2d 136, 140 [2002]
- Karydas v Ferrara-Ruurds, 142 AD3d 771, 772 [1st Dept 2016]
- Brown v Two Exch. Plaza Partners, 76 NY2d 172, 178 [1990]
- Regal Constr. Corp. v National Union Fire Ins. Co. of Pittsburgh, PA, 15 NY3d 34, 38 [2010]
- Needham & Co., LLC v UpHealth Holdings, Inc., 212 AD3d 561, 561 [1st Dept 2023]
- Great N. Ins. Co. v Interior Constr. Corp., 7 NY3d 412, 419 [2006]
- O'Sullivan v IDI Constr. Co., Inc., 7 NY3d 805, 806 [2006]
- Jamindar v Uniondale Union Free School Dist., 90 AD3d 612, 616 [2d Dept 2011]
- Spielmann v 170 Broadway NYC LP, 187 AD3d 492, 494 [1st Dept 2020]
- Crouse v Hellman Constr. Co., Inc., 38 AD3d 477, 478 [1st Dept 2007]
- Itri Brick & Concrete Corp. v Aetna Cas. & Sur. Co., 89 NY2d 786, 795 n 5 [1997]

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