UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

Accelerant Specialty Insurance Co. et al. v. Jorge Zubigaray

Zubigaray · No. 24-cv-23401-ALTMAN · Decided May 18, 2026

SUMMARY

The United States District Court for the Southern District of Florida grants the plaintiffs' motion for summary judgment in an action concerning marine insurance coverage for a vessel. The court holds that the insured breached an express survey-compliance warranty and made material misrepresentations regarding his criminal history, traffic violations, and completion of vessel-survey recommendations. The court concludes that these breaches voided the policy from inception.

CASE DETAILS

COURT	United States District Court for the Southern District of Florida
WRITING FOR THE COURT	Roy K. Altman
JURISDICTION	United States District Court for the Southern District of Florida
DECIDED	May 18, 2026
DOCKET	24-cv-23401-ALTMAN
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs sought summary judgment in an admiralty declaratory-judgment action seeking a declaration that a marine insurance policy was void from inception. Defendant filed an untimely opposition and asserted a breach-of-contract counterclaim.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the facts and reasonable inferences in the light most favorable to the nonmoving party, but may grant summary judgment where no reasonable jury could return a verdict for that party.
PRECEDENTIAL VALUE	unpublished
PARTIES	Accelerant Specialty Insurance Co., Texas Insurance Company v. Jorge Zubigaray

TOPICS

insurance coverage · declaratory relief insurance · summary judgment · admiralty · breach of contract

PRACTICE AREAS

insurance · admiralty · contracts · civil procedure

QUESTIONS PRESENTED

1. Whether Zubigaray's failure to complete all marine-survey recommendations and provide the required written certification breached the policy's express survey-compliance warranty.
2. Whether, under the governing New York law, breach of the express marine-insurance warranty voided the policy regardless of causal connection between the breach and the loss.
3. Whether Zubigaray's failure to disclose criminal convictions, traffic violations, and incomplete survey recommendations violated the federal maritime doctrine of uberrimae fidei and rendered the policy void from inception.
4. Whether knowledge of the undisclosed information could be imputed to Plaintiffs because the insurance broker assisting Zubigaray was allegedly Plaintiffs' agent.
5. Whether Defendant's breach-of-contract counterclaim remained viable after the policy was declared void.

HOLDINGS

1. Zubigaray breached the policy's express survey-compliance warranty by failing to complete all required marine-risk-survey recommendations and failing to provide the written certification required by the policy.
2. Under New York law, breach of the policy's express marine-insurance warranty voided coverage, even without proof that the breach caused or materially contributed to the vessel's loss.
3. Zubigaray's material misrepresentations and nondisclosures on the marine-insurance application violated uberrimae fidei and independently warranted voiding the policy from inception.
4. The record did not establish that the broker who assisted Zubigaray was Plaintiffs' agent; therefore, the broker's alleged knowledge could not be imputed to Plaintiffs to defeat their reliance on uberrimae fidei.
5. The breach-of-contract counterclaim was moot because the policy was void from inception and therefore no underlying marine-insurance contract existed to support the claim.

KEY QUOTATIONS

> *"Under New York law, the breach of an express warranty of a marine insurance contract is sufficient to void coverage."* (Analysis II.B)

> *"Under uberrimae fidei, a material misrepresentation on an application for marine insurance is grounds for voiding the policy."* (Analysis III.A)

> *"Accordingly, the Plaintiffs are entitled to a declaration that Zubigaray's Policy is void from its inception and doesn't provide coverage for any claims arising from or associated with the Incident."* (Conclusion)

FACTUAL BACKGROUND

Jorge Zubigaray obtained a marine insurance policy for his 2005 Azimut motor yacht, effective July 13, 2023, through July 13, 2024. The policy required completion and written certification of recommendations identified in a marine risk survey, but Zubigaray admitted that at least two required recommendations had not been completed and he provided no written certification. His application and related compliance letter also failed to disclose prior criminal convictions and multiple traffic violations, and the vessel later ran aground near Miami on May 10, 2024, after which Zubigaray sought coverage for salvage and repair costs.

PROCEDURAL HISTORY

Plaintiffs filed the declaratory-judgment action on September 4, 2024. Plaintiffs moved for summary judgment on April 23, 2025. Defendant filed his opposition 84 days late without seeking leave, and the court denied his later motion for an extension after finding the delay inexcusable. The court adjudicated the motion on the timely filings, granted summary judgment for Plaintiffs, declared the policy void from inception, dismissed one complaint count and Defendant's counterclaim as moot, and directed entry of final judgment.

DISPOSITION

other

CASES CITED

- McDuffie v. Broward Cnty., Fla., 654 F. App'x 408, 412 (11th Cir. 2016)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48, 252 (1986)
- Allen v. Tyson Foods, Inc., 121 F.3d 642, 646 (11th Cir. 1997)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Bailey v. Allgas, Inc., 284 F.3d 1237, 1243 (11th Cir. 2002)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- HRCC, Ltd. v. Hard Rock Cafe Int'l (USA), Inc., 703 F. App'x 814, 817 (11th Cir. 2017)
- Pennington v. City of Huntsville, 261 F.3d 1262, 1265 (11th Cir. 2001)
- Whelan v. Royal Caribbean Cruises Ltd., 2013 WL 5583970, at *2 (S.D. Fla. Aug. 14, 2013)
- Great Lakes Ins. SE v. Raiders Retreat Realty Co., LLC, 601 U.S. 65, 76 (2024)
- Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC, 996 F.3d 1161, 1167, 1169 (11th Cir. 2021)
- Clear Spring Prop. & Cas. Co. v. Viking Power LLC, 608 F. Supp. 3d 1220, 1226 (S.D. Fla. 2022)
- Clear Spring Prop. & Cas. Co. v. Viking Power LLC, 2022 WL 17987116, at *4 (S.D. Fla. Sept. 8, 2022)
- Cunningham v. Ins. Co. of N. Am., 521 F. Supp. 2d 166, 170 (E.D.N.Y. 2007)
- Royal Ins. Co. of Am. v. Harbor Shuttle, Inc., 1999 WL 33236523, at *6 (E.D.N.Y. Jan. 25, 1999)
- Quintero v. Geico Marine Ins. Co., 983 F.3d 1264, 1270-71 (11th Cir. 2020)
- HIH Marine Servs., Inc. v. Fraser, 211 F.3d 1359, 1362-63 (11th Cir. 2000)
- Great Lakes Ins. SE v. Sunset Watersports, Inc., 570 F. Supp. 3d 1252, 1261 (S.D. Fla. 2021)
- Kilpatrick Marine Piling v. Fireman's Fund Ins. Co., 795 F.2d 940, 942-43 (11th Cir. 1986)

- Steelmet, Inc. v. Caribe Towing Corp., 747 F.2d 689, 695 (11th Cir. 1984)
- Gulfstream Cargo, Ltd. v. Reliance Ins. Co., 409 F.2d 974, 980 (5th Cir. 1969)
- Certain Underwriters at Lloyds, London v. Giroire, 27 F. Supp. 2d 1306, 1313 (S.D. Fla. 1998)
- St. Paul Fire & Marine Ins. Co. v. Halifax Trawlers, Inc., 495 F. Supp. 2d 232, 242 (D. Mass. 2007)
- Clear Spring Prop. & Cas. Co. v. Dream On Yacht LLC, 754 F. Supp. 3d 1234, 1247, 1251 (S.D. Fla. 2024)
- Accelerant Specialty Ins. Co. v. Ballard, 2025 WL 1148440, at *8 (S.D. Fla. Apr. 17, 2025)
- Quintero v. Geico Marine Ins. Co., 389 F. Supp. 3d 1153, 1161 n.3 (S.D. Fla. 2019), aff'd, 983 F.3d 1264 (11th Cir. 2020)