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

A1 Specialized, Inc. v. James River Insurance Company

A1 Specialized, 2026 NY Slip Op 00570 (Supreme Court of the State of New York Appellate Division First Department 2026) · No. Index No. 652944/22; Appeal No. 5747-5747A; Case No. 2024-05758 · Decided February 5, 2026

SUMMARY

The New York Appellate Division, First Department, held that an unsigned change order qualified as a written agreement requiring the insurer's insured to name A1 Specialized, Inc. as an additional insured. Because the insurance policies did not require a signed writing and the record showed an intent to be bound, James River Insurance Company had a duty to defend A1 in the underlying action. The court reversed the summary judgment order, reinstated the complaint, granted A1's partial summary judgment motion, and remanded for a hearing concerning defense costs.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Moulton, J.P.; Friedman, J.; Higgitt, J.; Rosado, J.; O'Neill Levy, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	February 5, 2026
DOCKET	Index No. 652944/22; Appeal No. 5747-5747A; Case No. 2024-05758
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from Supreme Court, New York County orders granting James River Insurance Company's motion for summary judgment and denying A1 Specialized's motion for partial summary judgment in an insurance-coverage action.
STANDARD OF REVIEW	The court reviewed the summary judgment orders for error as a matter of law.
PRECEDENTIAL VALUE	Published appellate opinion
PARTIES	A1 Specialized, Inc. v. James River Insurance Company, et al.

TOPICS

insurance coverage · duty to defend · summary judgment · contract interpretation · appellate procedure

PRACTICE AREAS

insurance coverage · additional insured coverage · duty to defend · construction law · summary judgment

QUESTIONS PRESENTED

1. Whether an unsigned change order may qualify as a written agreement requiring an insurer's insured to name another entity as an additional insured when the policy requires only a written agreement and does not expressly require a signed writing.
2. Whether the unsigned change order was enforceable based on objective evidence that the parties intended to be bound.
3. Whether the allegations in the underlying tort action triggered James River's duty to defend A1 Specialized.
4. Whether the matter should be remanded for a hearing on A1 Specialized's defense costs.

HOLDINGS

1. An unsigned document may qualify as a written agreement requiring a party to be named as an additional insured when the insurance policy does not expressly require that the agreement be signed.
2. The unsigned change order qualified as a written agreement requiring Arsenal to name A1 Specialized as an additional insured.
3. James River was required to defend A1 Specialized in the underlying tort action because the amended complaint alleged facts that were potentially within the scope of coverage and created a reasonable possibility of coverage.
4. The matter was remanded for Supreme Court to hold a hearing on A1 Specialized's costs incurred in defending the underlying action, to the extent A1's motion and appellate arguments requested such relief.

KEY QUOTATIONS

> *"An unsigned document may qualify as a written agreement requiring a party to be named as an additional insured, provided that the additional insured provisions in the insurance policy itself do not explicitly require that the agreement be signed"* ([*1])

> *"Since the change order qualifies as a written agreement requiring Arsenal to name plaintiff as an additional insured, Supreme Court should have granted plaintiff's motion for partial summary judgment and found that defendant insurer is required to provide plaintiff a defense in the underlying litigation, as the duty to defend was triggered"* ([*1])

FACTUAL BACKGROUND

James River issued insurance policies to Arsenal Scaffold Inc. providing additional-insured coverage where required by a written contract or written agreement for losses caused in whole or in part by Arsenal's acts or omissions. Arsenal prepared a change order for A1 Specialized that contemplated naming A1 as an additional insured, began work consistent with the change order, and provided A1 a certificate of insurance identifying A1 as an additional insured, although the change order was never signed. The underlying tort complaint alleged facts potentially within the scope of James River's coverage.

PROCEDURAL HISTORY

Supreme Court granted James River's motion for summary judgment declaring that A1 Specialized was not an additional insured and that James River had no duty to defend or indemnify A1 in the underlying action, dismissed the complaint against James River, and denied A1's motion for partial summary judgment. The Appellate Division unanimously reversed on the law, vacated the declaration, denied James River's motion, reinstated the complaint, granted A1's motion, declared that James River had a duty to defend A1, and remanded for further proceedings, including a hearing concerning defense costs.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand to Supreme Court, New York County, for further proceedings consistent with the decision, including a hearing on A1 Specialized's costs incurred in defending the underlying action to the extent requested.

CASES CITED

- Zurich Am. Ins. Co. v. Endurance Am. Specialty Ins. Co., 145 A.D.3d 502 (1st Dep't 2016)
- Flores v. Lower E. Side Serv. Ctr., Inc., 4 N.Y.3d 363, 369 (2005)
- VXI Lux Holdco S.A.R.L. v. SIC Holdings, LLC, 171 A.D.3d 189, 194-195 (1st Dep't 2019)
- BP A.C. Corp. v. One Beacon Ins. Group, 8 N.Y.3d 708, 714 (2007)
- IBEX Constr., LLC v. Utica Nat'l Assur. Co., 57 A.D.3d 245 (1st Dep't 2008)
- Live Nation Mktg., Inc. v. Greenwich Ins. Co., 188 A.D.3d 422, 423 (1st Dep't 2020)

OPINION

PER CURIAM.

A1 Specialized, Inc. v James Riv. Ins. Co. (2026 NY Slip Op 00570) A1 Specialized, Inc. v James Riv. Ins. Co. 2026 NY Slip Op 00570 Decided on February 05, 2026 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports.

Decided and Entered: February 05, 2026 Before: Moulton, J.P., Friedman, Higgitt, Rosado, O'Neill Levy, JJ. Index No. 652944/22|Appeal No. 5747-5747A|Case No. 2024-05758| [*1]A1 Specialized, Inc., Plaintiff-Appellant, v James River Insurance Company, et al., Defendants-Respondents. Melito & Adolfsen P.C., New York (Steven I. Lewbel of counsel), for appellant.

Kinney Lisovicz Reilly & Wolff PC, New York (Justin N. Kinney of counsel), for James River Insurance Company, respondent. Orders, Supreme Court, New York County (Louis L. Nock, J.), entered on or about August 20, 2024, which granted defendant James River Insurance Company's motion for summary judgment declaring that plaintiff is not an additional insured under the subject insurance policies and that it has no duty to defend or indemnify plaintiff in the underlying action, and dismissing the complaint against it, and denied plaintiff's motion for partial summary judgment declaring that James River has a duty to defend it in the underlying action and that it is an additional insured under the insurance policies, unanimously reversed, on the law, with costs, the declaration vacated, James River's motion denied, the complaint reinstated against it, plaintiff's motion granted, and it is so declared, and the matter remanded for further proceedings consistent with this decision.

James River issued insurance policies to defendant Arsenal Scaffold Inc. which provided additional insured coverage to entities, where required by written contract or "written agreement," for losses caused in whole or in part by Arsenal's acts or omissions in the performance of Arsenal's work for such additional insureds. Arsenal prepared a change order for plaintiff which specifically contemplated that Arsenal would name plaintiff as an additional insured, and that it would do so when the change order was signed.

Arsenal then commenced work consistent with the terms of the change order and provided plaintiff a certificate of insurance indicating that plaintiff was an "additional insured in regards to general liability as per written contract or agreement," although the parties never signed the change order itself. Supreme Court should have denied James River's motion for summary judgment.

An unsigned document may qualify as a written agreement requiring a party to be named as an additional insured, provided that the additional insured provisions in the insurance policy itself do not explicitly require that the agreement be signed (see Zurich Am. Ins. Co. v Endurance Am. Specialty Ins. Co., 145 AD3d 502 [1st Dept 2016]). If such agreement is unsigned, it may still be enforceable, "provided there is objective evidence establishing that the parties intended to be bound" (Flores v Lower E. Side Serv.

Ctr., Inc., 4 NY3d 363, 369 [2005]). The record establishes that the change order, which required that Arsenal name plaintiff as an additional insured, was unsigned. However, James River's insurance policies do not require a signed writing, merely a written agreement, and the record establishes that plaintiff and Arsenal intended to enter into the agreement set forth in the change order.

While the agreement contains language specifying when Arsenal must name plaintiff as an additional insured, it does not contain language making the signing of the change order a condition precedent to Arsenal's obligation to name plaintiff as an additional insured (see VXI Lux Holdco

S.A.R.L. v SIC Holdings, LLC, 171 AD3d 189, 194-195 [1st Dept 2019]). Since the change order qualifies as a written agreement requiring Arsenal to name plaintiff as an additional insured, Supreme Court should have granted plaintiff's motion for partial summary judgment and found that defendant insurer is required to provide plaintiff a defense in the underlying litigation, as the duty to defend was triggered (see BP A.C.

Corp. v One Beacon Ins. Group, 8 NY3d 708, 714 [2007]; IBEX Constr., LLC v Utica Natl. Assur. Co., 57 AD3d 245 [1st Dept 2008]). The record indicates that the amended verified complaint filed in the underlying tort action contains allegations that are potentially within the scope of coverage provided by James River's policies, and suggest a reasonable possibility of coverage such that it has a duty to defend plaintiff in the underlying tort action.

James River's remaining arguments concerning the duty to defend are unavailing. To the extent plaintiff's motion and arguments on appeal request a hearing on its costs incurred in defending against the underlying action, the matter is remanded for Supreme Court to hold such hearing (see Live Nation Mktg., Inc. v Greenwich Ins. Co., 188 AD3d 422, 423 [1st Dept 2020]).THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: February 5, 2026
