

MARKS & WEINBERG, P.C.

O/E Systems v. Inacom

179 F. Supp 2nd 363 (1/2/02)

Read your insurance certificate! In this case, the lessee was required to provide insurance for the lessor naming it as the additional insured. The insurance certificate furnished by the lessee to the lessor, however, indicated that the lessor was an additional insured only with respect to an anti-crime policy not a comprehensive property loss policy.

When the equipment was destroyed, the lessor alleged that the insurance company was required to provide full coverage. Even though the lessee had apparently had the requisite coverage, the lessor could not collect on the property policy because it was not named as an additional insured.

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