

Insurance Coverage Leasing Lessons From a Slip-and-Fall Dispute

May 4, 2026

Landlords in New York state should take immediate steps to confirm that their tenants' insurance policies properly name them as additional insureds. The new owner/landlord should also ensure that, when a property is sold, the tenant's insurer issues an updated rider, schedule or endorsement naming the new owner/landlord as an additional insured. A recent decision from the Southern District of New York underscores why these steps matter, as well as the significant role insurance policy provisions play in slip-and-fall cases, particularly between landlords and tenants.

In *Accredited Surety and Casualty Co. v. Utica First Insurance Co.*, the court addressed whether a property owner was entitled to coverage as an additional insured under its tenant's commercial general liability policy in connection with an underlying slip-and-fall action. The case arose when the plaintiff was allegedly injured at a property in Washington Heights after a fall caused by hazardous ramp conditions. The purported injury prompted claims against both the building owner and tenant.

As such, the central issue in this case was that the tenant's policy listed a prior owner of the property as an additional insured, instead of the current owner/landlord. The court decided that the intent of the parties, as set forth in the lease, was clearly for the current landlord to be covered. Accordingly, despite the discrepancy in the policy, the court reformed the policy to remedy the mistake so as to provide that the current landlord was the additional insured under the insurance policy. This ruling emphasized that where the intent to insure a landlord is evident, technical errors in naming the insured will not nullify the coverage. As a result, the insurer was found to have a duty to defend the property owner/landlord and reimburse the landlord's defense costs dating back to the tender of coverage.

Interestingly, the court has not yet ruled on the indemnification portion of this case. This is notable in that the court has declared that indemnification obligations remain contingent on the ultimate factual findings in the underlying case, while the duty to defend may be triggered broadly based on the allegations and policy structure. The court's ruling shows the importance of insurance compliance in

lease agreements and the actual provisions of tenant insurance policies, and exemplifies how courts may intervene to preserve intended coverage in the context of premises liability claims.

As noted above, to avoid coverage disputes, a landlord should take the necessary steps to ensure that the tenant's policy does, in fact, list the landlord as an additional insured and that the requisite insurance coverage has been procured. When a property is sold, the tenant's insurer should issue an updated insurance policy rider, schedule or endorsement naming the new owner/landlord as an additional insured, and the new owner/landlord should confirm that those have been revised appropriately.

CONTACTS

For more information, contact your Katten attorney or any of the following [Real Estate](#) attorneys.



Scott M. Vetri

+1.212.940.6397

scott.vetri@katten.com



Andrew L. Jagoda

+1.212.940.8520

andrew.jagoda@katten.com



Bennett M. Gross

+1.212.940.8537

bennett.gross@katten.com

Attorney advertising. Published as a source of information only. The material contained herein is not to be construed as legal advice or opinion.

©2026 Katten Muchin Rosenman LLP.

All rights reserved. Katten refers to Katten Muchin Rosenman LLP and the affiliated partnership as explained at katten.com/disclaimer.