

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**  
**IN AND FOR NEW CASTLE COUNTY**

CHARLES J. CROSSAN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. N13C-06-258 JRJ
	)	
TRAVELERS COMMERCIAL	)	
INSURANCE COMPANY,	)	
	)	
Defendant.	)	

**ORDER**

Upon consideration of the parties’ submissions, the record in this case, and relevant case law, it appears that:

1. Charles J. Crossan (“Plaintiff”) filed a Declaratory Judgment Complaint against Travelers Commercial Insurance Company (“Travelers”) seeking a declaration that Travelers is obligated to provide homeowner’s insurance coverage under Anthony and Melissa Chambers’ (“the Chambers”) homeowner’s insurance policy.<sup>1</sup>

2. Plaintiff alleges that on May 23, 2010, while assisting in the construction of a garage located on the Chambers’ property, he fell from scaffolding and sustained personal injuries.<sup>2</sup> At the time of the accident, the Chambers were

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<sup>1</sup> Compl. (Trans. ID. 52999124).

<sup>2</sup> *Id.* ¶ 3.

covered persons under a homeowner's insurance policy with Travelers ("the Policy").<sup>3</sup>

3. On March 4, 2011, Plaintiff filed a petition against Apex Contracting ("Apex") with the Industrial Accident Board ("IAB") seeking to recover workers' compensation benefits for the injuries he sustained on May 23, 2010.<sup>4</sup> Anthony Chambers owned Apex.<sup>5</sup> The IAB determined that Plaintiff's injuries are compensable under workers' compensation law and awarded payment of Plaintiff's outstanding medical bills and reasonable attorney fees.<sup>6</sup>

4. On January 2, 2013, Plaintiff sued the Chambers' individually alleging that on May 23, 2010, the Chambers' did not have workers' compensation insurance coverage and, as a result of the Chambers' failure to have workers' compensation insurance, they were strictly liable to Plaintiff for his injuries and damages.<sup>7</sup>

5. Travelers denied coverage for Plaintiff's personal injury claims under the Chambers' homeowner's insurance policy because of a policy exclusion for

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<sup>3</sup> *Id.* ¶ 4.

<sup>4</sup> Plaintiff's Opening Brief in Support of its Declaratory Judgment Complaint, Ex. A ("Pl.'s Opening Br.") (Trans. ID. 55873151).

<sup>5</sup> *Id.* at 3.

<sup>6</sup> *Id.* at 16–17.

<sup>7</sup> Defendant's Answering Brief in Opposition to Plaintiff's Declaratory Judgment Complaint, Ex. B ("Def.'s Answering Br.") (Trans. ID. 56030172). On September 13, 2013, Plaintiff's negligence suit against the Chambers was stayed.

injuries covered by workers' compensation law.<sup>8</sup> The policy excludes personal liability coverage for bodily injury to any person eligible to receive benefits voluntarily provided or required to be provided under any workers' compensation law.<sup>9</sup>

6. On April 25, 2013, the Chambers' assigned their complete interest in their homeowner's insurance policy to Plaintiff.<sup>10</sup> On June 25, 2013, Plaintiff filed the instant declaratory judgment action against Travelers.<sup>11</sup>

7. Under Delaware law, "[t]he scope of an insurance policy's coverage obligation is prescribed by the language of the policy."<sup>12</sup> If the relevant contract language is clear and unambiguous, courts must give the language its plain meaning.<sup>13</sup> "If ambiguity exists in the contract, it is construed strongly against the insurer, and in favor of the insured, because the insurer drafted the language that is interpreted."<sup>14</sup> The Supreme Court of Delaware has explained that insurance contracts "must be interpreted in a common sense manner, giving effect to all provisions so that a reasonable policyholder can understand the scope and limitation of coverage."<sup>15</sup>

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<sup>8</sup> Pl.'s Opening Br., Ex. B (Trans. ID. 55873151).

<sup>9</sup> *Id.*

<sup>10</sup> Pl.'s Opening Br., Ex. C.

<sup>11</sup> Compl. (Trans. ID. 52999124).

<sup>12</sup> *Emmons v. Hartford Underwriters Ins. Co.*, 697 A.2d 742, 745 (Del. 1997).

<sup>13</sup> *Id.* (quoting *Hallowell v. State Farm Mut. Auto. Ins. Co.*, 443 A.2d 925, 926 (Del. 1982)).

<sup>14</sup> *Id.* (internal quotations omitted).

<sup>15</sup> *Penn Mut. Life Ins. Co. v. Oglesby*, 695 A.2d 1146, 1149 (Del. 1997).

8. Plaintiff is seeking a declaration that he is entitled to coverage under the Policy.

In a section titled “Exclusions,” the Policy states in relevant part:

**C. Coverage E – Personal Liability**

Coverage E does not apply to:

4. “Bodily injury” to any person eligible to receive any benefits voluntarily provided or required to be provided by an “insured” under any:
  - a. Workers’ compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law

**D. Coverage F – Medical Payments to Others.**

Coverage F does not apply to “bodily injury”:

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers’ compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law

9. The relevant contract language is clear and unambiguous. On August 8, 2011, the IAB determined that Plaintiff’s injuries are compensable under workers’ compensation law.<sup>16</sup> The plain language of the Policy bars coverage for Plaintiff’s claim because he is a person eligible to receive workers’ compensation coverage.

10. **WHEREFORE,** Plaintiff’s Declaratory Judgment Complaint is **DISMISSED.**

**IT IS SO ORDERED.**

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Jan R. Jurden, President Judge

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<sup>16</sup> Pl.’s Opening Br., Ex. A.