



Tom Walton



Debra Sutton

Tom Walton and Debra Sutton Obtain Summary Judgment in Contract Interpretation Dispute

Tom Walton and Debra Sutton prevailed on summary judgment in a contract interpretation dispute arising from the exclusion of coverage for lead abatement in a homeowner's insurance policy.

The defendant insurance company insured a residence that was damaged in a hailstorm. The home's siding needed to be replaced. The paint on the siding was tested and determined to contain lead, which required remediation. The insurance company denied coverage for the lead abatement pursuant to a coverage exclusion for pollutant clean up expenses. The homeowner assigned his claim against the insurance company to the Plaintiff Contractor. Plaintiff claimed the policy language was ambiguous with respect to a coverage exclusion for pollutant clean up expenses and that excluding abatement of lead-painted siding removed from the home following severe hail damage violated certain coverage requirements established by C.R.S. § 10-4-110.8.

The Court did not accept Plaintiff's argument, finding the policy provision clear and unambiguous. The Court stated, "regardless of why the damage occurred, however, the policy excludes clean up or abatement of pollutants for any reason or combination of reasons" and that the Court was "unaware of any authority that prevents parties to an insurance contract from including exclusions to such coverage." The Courts also dispensed with Plaintiff's argument that the policy provision was void as against public policy. Thus, the court dismissed all claims against the insurance company.