

## Robert T. Pindulic

Partner

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Bob has numerous published decisions in the area of bad faith and extracontractual damages in New Jersey and New York which have been instrumental in setting and maintaining a favorable standard for insurers with respect to bad faith litigation.

### OVERVIEW

For over 30 years, Bob Pindulic has concentrated his practice in the areas of life, health and disability insurance, insurance coverage, bad faith disputes and insurance fraud. Practicing from the firm's New Jersey and New York offices, Bob represents insurance companies and corporate clients throughout the northeast region.

A significant portion of Bob's practice revolves around the representation of Life, Health and Disability insurers. He routinely represents insurers in matters involving denial of benefits, scope of coverage and claims for bad faith and extra-contractual damages. Bob has substantial experience in representing insurers on fraud claims, including seeking restitution and pursuing claims for rescission.

Bob's practice also involves providing claim evaluation and coverage opinions to insurance carriers, along with defending and instituting declaratory judgment actions on a wide range of coverage issues and policies. Bob has numerous published decisions in the area of bad faith and extracontractual damages in New Jersey and New York. These decisions have been instrumental in setting and maintaining a favorable standard for insurers with respect to bad faith litigation in both states.

In addition to his experience in first-party insurance litigation, Bob also has experience in the defense of third-party claims including medical malpractice, rail yard accidents, claims of defective products, premises liability, FELA and construction defect.

### PRACTICES

First-Party Property

Insurance Coverage and Bad Faith

Insurance Fraud

Life, Health, Disability and ERISA

### BAR AND COURT ADMISSIONS

New Jersey

U.S. Court of Appeals for the Second Circuit

U.S. Court of Appeals for the Third Circuit

U.S. District Court for the District of New Jersey

U.S. District Court for the Eastern District of New York

U.S. District Court for the Northern District of New York

U.S. District Court for the Southern District of New York

### EDUCATION

Rutgers School of Law - Camden, JD, 1989

University of Scranton, BS, 1986

### MEMBERSHIPS

Defense Research Institute

Federal Bar Council



## REPRESENTATIVE MATTERS

Obtained summary judgment on behalf of insurer in coverage dispute involving an alleged sexual assault. Court concluded that the Sexual Misconduct exclusion in the policy precluded coverage despite claim by insured that sexual activity was consensual. *State Farm Fire & Casualty Company v. Huang*

Obtained dismissal of claims for bad faith, consumer fraud and punitive damages with prejudice by way of Motion to Dismiss. Court concluded that bad faith claim was duplicative of breach of contract claim and not plead with the requisite specificity, CFA claim was legally and factually deficient and claim for punitive damages was not permissible based on dismissal of bad faith and CFA claims. *Veyhl v. State Farm Fire & Casualty Company*, 2021 WL 6062304 (D.N.J. December 22, 2021)

Obtained Order in an ERISA long-term disability matter in which court rejected plaintiff's demand for financial documents related to remuneration of defendant's reviewing doctors and information showing the aggregate number of medical reviews and results of same by a particular physician on behalf of defendant over a period of years; court rejected plaintiff's claim that she was entitled to such discovery based on an alleged conflict of interest; *Nespole v. First Unum Life Insurance Co.*

Obtained summary judgment dismissing plaintiff's complaint; court concluded that plaintiff's claims of theft were precluded from coverage as plaintiff failed to file a police report and failed to satisfy standard to prove theft; the court also concluded that plaintiff's claims were barred by the One-Year Suit Limitation set forth in policy and that plaintiff failed to set forth an adequate basis to pursue a bad faith claim; *Hart v. State Farm Fire and Casualty Company*

Obtained dismissal of plaintiff's claims in disability action for declaratory judgment, statutory bad faith, unfair trade practices and punitive damages by way of summary judgment; *Brugler v. Unum Group and Provident Life and Accident Insurance Company*

Obtained summary judgment dismissing plaintiff's claim for total disability benefits and bad faith. Court concluded that plaintiff's inability to perform his regular occupation was the result of a legal disability which preceded any factual disability; *Rothman v. Unum Group, Unum Life Insurance Company of America and Provident Life and Accident Insurance Company*

Obtained dismissal of plaintiff's complaint by way of motion to dismiss as court concluded that suit was barred by the one-year suit limitation set forth in the insurance policy at issue; court rejected plaintiff's claim that the limitations period should be tolled under discovery rule and/or equitable tolling principles; *Boisvert v. State Farm Fire and Casualty Company*

Obtained dismissal of plaintiff's breach of contract claim and bad faith claim based on Pennsylvania four-year statute of limitations for contract actions and two-year statute of limitations for bad faith claims; *Leporace v. New York Life and Annuity, et al.*

Obtained dismissal of plaintiff's state law claims as court agreed that individual disability policies issued to plaintiff were part of an employee welfare benefit plan and subject to ERISA; court further concluded that even though employer ceased operations years before the claim ERISA still applied and all state law claims were preempted; *Hershan v. Unum Group*

Obtained summary judgment on behalf of insurer in coverage dispute involving an assault despite claims that insured's conduct was negligent and that extent of injuries sustained by plaintiff were not reasonably foreseeable; court inferred intent to injure as a matter of law, disregarded the negligence allegation based on facts developed during discovery and determined that injuries sustained were inherently probable; *State Farm Fire and Casualty Company v. Carbo*

Obtained summary judgment on behalf of insurer as court concluded that innocent spouse of alleged child abuser not entitled to defense or indemnity under a homeowner's policy; *State Farm Fire and Casualty Company v. Gregory*

Obtained dismissal of plaintiff's complaint seeking to rescind settlement agreement alleging mental incompetency; *Ciarrocchi v. Unum Group*

Obtained summary judgment on behalf of insurer in coverage dispute involving an assault as court inferred an intent to injure under New Jersey law; *Lopez v. State Farm Fire and Casualty Company*

Obtained dismissal of plaintiff's complaint due to lack of personal jurisdiction as incident at issue took place outside of New Jersey and defendant resided out of state; *Billings v. Dean*

Represented disability carrier against counterclaim alleging that insurer engaged in a premeditated, fraudulent scheme to deny payment of disability benefits; court dismissed counterclaim, which alleged violations of the New Jersey Consumer Fraud Act, common law fraud and breach of the disability policy; *The Paul Revere Life Ins. Co. v. Fink*

Obtained dismissal of plaintiff's claims for bad faith conduct, deceptive practices under GBL § 349 and punitive damages; *Sichel v. Unum Provident Corp.*

Successfully opposed insured's attempt to amend complaint to include bad faith claim; court agreed claim would be futile as such a cause of action in a first-party coverage action was not recognized by New York Federal Courts; *Brown v. The Paul Revere Life Ins. Co.*

Obtained summary judgment on behalf of insurer due to late notice without a justifiable excuse; *Steinberg v. The Paul Revere Life Ins. Co.*

Represented insurer in obtaining a dismissal of bad faith claims where court held that such claims were not appropriate in a disability action where the dispute was fairly debatable; *Tarsio v. Provident Ins. Companies*

Obtained substantial recoveries on behalf of excess carriers against primary carriers based on late notice and appreciable prejudice

Litigated hundreds of actions on behalf of insurers with respect to the denial of benefits under individual and group insurance policies

Represented carriers in prosecuting fraud claims on various types of policies, including the pursuit of claims under the New Jersey Insurance Fraud Prevention Act

Instituted declaratory judgments actions concerning the scope of coverage available under disability policies, including claims involving "accident versus sickness" and "appropriate care"

Defended against plaintiff's claim that liability limit in Employer's Liability Policy, under New Jersey law, is unlimited

Litigated hundreds of actions on behalf of insurers by way of declaratory judgment concerning a wide range of coverage issues

Litigated complex actions involving significant bodily injury or death arising out of rail yard accidents

## PUBLICATIONS

125<sup>th</sup>  
ANNIVERSARY



White and  
Williams LLP

Robert T. Pindulic

NY Federal Court Refuses to Consider Extrinsic Evidence of an Insurer's Claim Handling for a Different Policyholder  
*Insurance Coverage and Bad Faith Alert*, 8.27.19

