

[Demetrio v. Stewart Title Insurance](#)

Year: 2015

Court: New York Court of Appeals

Case Number: 2010/101760

A court faced with textual ambiguity may review extrinsic evidence to assist the trier of fact in ascertaining what the parties intended in entering into the contract. UP argued in its brief that an insurance company ought not to be able argue to the court, rather than the jury, that an ambiguous coverage provision in an insurance policy drafted by the insurance company ought, in retrospect, to deprive the policyholder of coverage as a matter of law. This would place the policyholder at a double disadvantage: policyholders would be required to undertake independent investigations into whether the coverage promises made to them at the point of sale were actually delivered in the policy contract, and it would give insurers a free pass on inadequate and improper drafting. Accordingly, UP urged the Court of Appeals to reverse the Appellate Division.

UP's brief was authored by Executive Director Amy Bach, Esq. with assistance from Staff Attorney Dan Wade, Esq.