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BIOGRAPHY

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Practice Highlights

- [Dismissal of Action affirmed by Appellate Division](#)
- [Court of Appeals affirms dismissal of Indemnification Claim](#)
- [Dismissal affirmed by Appellate Division](#)
- [Order of Summary Judgment affirmed by Appellate Division](#)
- [Insurance Coverage action Dismissed](#)
- [Successful defense of CGL Insurance Company in Gun Litigation](#)
- [Appellate Division reverses denial of Summary Judgment](#)
- [Trial Verdict in favor of Surgeon affirmed](#)

Attorneys

Select

MICHAEL P. KANDLER is an accomplished litigator with a practice that focuses on insurance coverage, professional liability defense, commercial litigation and appellate practice.

Mr. Kandler is a leading practitioner in the field of insurance coverage litigation. He regularly counsels insurance carriers and provides coverage opinions regarding issues such as bad faith claims, disclaimers of coverage, coverage allocation, and policy interpretation. He has represented insurance carriers in numerous insurance coverage disputes involving commercial general liability coverage, commercial excess coverage, professional liability coverage, directors and officers liability coverage, and personal lines coverage. He has extensive experience in the representation of insurance carriers in coverage disputes involving advertising injury coverage. In 2009, Mr. Kandler successfully argued the appeal in [Sport Rock International, Inc. v. American Cas. Co. of Reading, PA](#), a seminal case regarding coverage allocation and the interpretation of "other insurance" clauses.

An experienced appellate lawyer, Mr. Kandler has argued over 70 appeals, including cases before the New York State Court of Appeals and the U.S. Court of Appeals for the Second Circuit. He is also an experienced commercial litigator who regularly represents clients in intellectual property claims in federal court.

In 2010, Mr. Kandler was named by New York Super Lawyers as an outstanding attorney in the Field of Insurance Coverage. He also participated as both a lecturer and author for the New York State Bar Association's program, 2010 Insurance Coverage Update: Insurance Coverage Issues in the Commercial General Liability Policy – Emerging Issues for the Next Decade.

Mr. Kandler graduated from Colgate University in 1984 and received his law degree from Fordham University Law School in 1988. While at Fordham University, he was selected as a member of the Fordham Urban Law Journal.

SELECTED RECENT PUBLISHED DECISIONS

[Sport Rock International, Inc. v. American Casualty Company of Reading, PA](#), 65 A.D.3d 12 (1st Dep't 2009). Obtained reversal of Trial Court order which denied, in part, motion for summary judgment in insurance coverage dispute involving product liability claims. Significant decision regarding allocation of coverage between different types of policies which apply to the same loss.

[Valentin v. Mann & Just, LLP](#), 75 A.D.3d 638, 904 N.Y.S.2d 676 (2nd Dep't 2010). Obtained summary judgment on behalf of Professional Liability Insurance carrier against insured law firm. Successfully argued that ERP coverage was not afforded for potential claims.

[Tonking v. Port Authority of New York and New Jersey](#), 3 N.Y.3d 486, 821 N.E.2d 133, 787 N.Y.S.2d 708 (2004). Seminal case involving the interpretation of indemnity clauses. Court of Appeals granted dismissal of contractual indemnification claims, ruling that under New York law, indemnification clauses are narrowly construed.

[NAACP v. Acusport Corp.](#), 253 F. Supp.2d 459 (E.D.N.Y. 2003). Successfully defended commercial general liability insurance carrier in declaratory judgment action brought by a gun distributor seeking coverage for public nuisance claims.

[Park Place Entertainment Corp. v. Transcontinental Insurance Co.](#), 2005 WL 3370544 (S.D.N.Y. 2003). Successful defense of commercial excess liability carrier in declaratory judgment action.

[Osorio v. Kenart Realty, Inc.](#), 48 A.D.3d 650 (2nd Dep't 2008). Obtained summary judgment on behalf of commercial general liability insurance carrier in declaratory judgment action. Significant decision regarding interpretation of "other insurance" clauses.

[Nicoira Group, LLC v. American Safety Indemnity Co.](#), 48 A.D.3d 253 (1st Dep't 2008). Summary judgment on behalf of commercial general liability carrier in declaratory judgment action affirmed. Significant decision regarding interpretation of additional insured endorsements.

[Messner v. 112 East 83rd Street Tenants Corp.](#), 42 A.D.3d 356 (1st Dep't 2007). Summary judgment in favor of cooperative corporation in action brought by shareholder affirmed.

Pavlou v. City of New York, 8 N.Y.3d 961, 868 N.E.2d 186 (2007). In case involving catastrophic injuries, Court of Appeals affirmed jury verdict dismissing action against contractor.

Micciola v. Sacchi, 36 A.D.3d 869 (2nd Dep't 2007). Summary judgment in favor of physician in medical malpractice action affirmed. Important decision regarding standards for expert witness testimony.

PUBLICATIONS

What Constitutes Other Insurance? 2010 Insurance Coverage Update: NYSBA CLE, Insurance Coverage Issues in the Commercial General Liability Policy – Emerging Issues for the Next Decade, July, 2010.

Co-author, The Thorny Path Through Undue Familiarity Claims, Professional Liability Underwriting Society Journal, May 2, 2002, Vol. XV, Number 5.

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