

<b>Greylag Goose Leasing 1410 Designated Activity Co. v Chubb Eur. Group SE</b>
2025 NY Slip Op 32592(U)
July 3, 2025
Supreme Court, New York County
Docket Number: Index No. 654784/2023
Judge: Joel M. Cohen
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SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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GREYLAG GOOSE LEASING 1410 DESIGNATED  
 ACTIVITY COMPANY, GREYLAG GOOSE LEASING  
 1446 DESIGNATED ACTIVITY COMPANY, AVENUE  
 CAPITAL MANAGEMENT II, L.P.,

Plaintiffs,

- v -

CHUBB EUROPEAN GROUP SE, BERKSHIRE  
 HATHAWAY INTERNATIONAL INSURANCE LTD.,  
 HOUSTON CASUALTY COMPANY, LONDON BRANCH,  
 MAPFRE ESPANA COMPANIA DE SEGUROS Y  
 REASEGUROS S.A., MITSUI SUMITOMO INSURANCE  
 COMPANY (EUROPE) LIMITED, GREAT LAKES  
 INSURANCE SE, LLOYD'S SYNDICATE 0510 KLN,  
 LLOYD'S SYNDICATE 1880 TMK, TOKIO MARINE KILN  
 SYNDICATES LIMITED, SWISS RE INTERNATIONAL SE,  
 LLOYD'S SYNDICATE 2623 AFB, LLOYD'S SYNDICATE  
 0623 AFB, BEAZLEY FURLONGE LIMITED, FIDELIS  
 UNDERWRITING LIMITED, LLOYD'S SYNDICATE 0435  
 FDY, FARADAY CAPITAL LIMITED, LLOYD'S  
 SYNDICATE 1919 CVS, STARR SYNDICATE LIMITED,  
 STARR MANAGING AGENTS LIMITED, LLOYD'S  
 SYNDICATE 1084 CSL, CHAUCER CORPORATE  
 CAPITAL (NO. 3) LTD. (UK), HDI GLOBAL SPECIALTY  
 SE, GREAT LAKES INSURANCE SE, CONVEX  
 INSURANCE UK LIMITED, AXIS SPECIALTY EUROPE  
 SE, DOES 1-10

Defendants.

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 007) 102, 103, 104, 105,  
 106, 107, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120  
 were read on this motion for LEAVE TO AMEND.

Plaintiffs move for leave to amend their complaint to include an additional policy for a  
 preceding year, in response to certain Defendant-insurers' contentions that the alleged damage to  
 the aircraft occurred in the year prior to the policy period of the insurance policy named in the  
 operative complaint. Defendants Tokio Marine Kiln Syndicates Limited and HDI Global

Specialty SE (together, “TMK-HDI”) oppose Plaintiff’s motion. For the reasons discussed below, Plaintiffs’ motion is **GRANTED**.

A party may amend its pleading at any time by leave of court, including to conform the pleadings to the evidence (CPLR 3025 [b], [c]). “Motions for leave to amend should be freely granted, absent prejudice or surprise ... unless the proposed amendment is palpably insufficient or patently devoid of merit” (*MBIA Ins. Corp. v Greystone & Co., Inc.*, 74 AD3d 499, 499 [1st Dept 2010] [citations omitted]). A proposed pleading is devoid of merit if it would not survive a motion to dismiss (*Scott v Bell Atl. Corp.*, 282 AD2d 180, 185 [1st Dept 2001], *affd as mod sub nom. Goshen v Mut. Life Ins. Co. of New York*, 98 NY2d 314 [2002]; *Olam Corp. v Thayer*, 2021 WL 408232 [Sup Ct, NY County 2021]). In the context of amending pleadings, prejudice “arises when a party incurs a change in position or is hindered in the preparation of its case or has been prevented from taking some measure in support of its position” (*Valdes v Marbrose Realty*, 289 AD2d 28, 29 [1st Dept 2001]; *Anoun v City of New York*, 85 AD3d 694, 694 [1st Dept 2011]).

Plaintiffs’ proposed amendment seeks to include an additional insurance policy for the year prior to the policy at issue in the operative complaint (NYSCEF 114). The policies, which are identical in all relevant respects, provided continuous coverage for the aircraft at issue. The factual allegations regarding the damage to the aircraft remain the same under the proposed amendment. As a result, no additional fact discovery is likely to be required to address the amendment. TMK-HDI have not otherwise demonstrated that they would suffer prejudice from the amendment, which as noted was prompted by certain Defendant-insurers’ contention that the alleged damage occurred during a different policy period.

TMK-HDI contend that the proposed pleading is meritless because Plaintiffs issued the requisite pre-suit notice only for the policy referenced in the original complaint, not the policy

they now seek to include. Plaintiffs, however, contend that the notice they issued was not specific to any one policy. Further, Plaintiffs point out that notice requirements are liberally construed in favor of the insured, and “substantial, rather than strict compliance [is] adequate” (*Greenburgh Eleven Union Free Sch. Dist. v Nat’l Union Fire Ins. Co. of Pittsburgh, PA*, 304 AD2d 334, 335-36 [1st Dept 2003]; *see also Allstate Insurance Co. v Patrylo*, 144 AD2d 243, 247 [1st Dept 1988] [pre-suit notice that did not denote the policy number or effective policy dates was adequate]). In sum, while the Court reaches no conclusion at this stage as to whether there are viable defenses to the proposed new claim, TMK-HDI have not met the burden to demonstrate at this stage that the proposed amendment is palpably insufficient or devoid of merit (*CIFG Assur. N. Am., Inc. v J.P. Morgan Sec. LLC*, 146 AD3d 60, 65 [1st Dept 2010] [party opposing leave to amend “must overcome a heavy presumption of validity in favor of [permitting amendment]”]).

The Court has considered TMK-HDI’s remaining arguments and finds them unavailing.

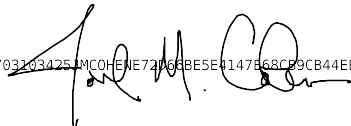
Accordingly, it is

**ORDERED** that Plaintiffs’ motion for leave to amend is **granted**, and Plaintiffs may file the proposed amended complaint within 7 days of the date of this order; and it is further

**ORDERED** that Defendants shall serve an answer or otherwise respond to the amended complaint within 20 days from the date of its filing.

This constitutes the decision of the Court.

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JOEL M. COHEN, J.S.C.

7/3/2025  
DATE

CHECK ONE:

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CASE DISPOSED

GRANTED

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DENIED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

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NON-FINAL DISPOSITION

GRANTED IN PART

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OTHER

SUBMIT ORDER

FIDUCIARY APPOINTMENT

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REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: