# [***Frani Feit, individually and assignee of David J. Feit v. Great-West Life And Annuity Insurance Company; 2006 Mealey's Jury Verdicts & Settlements 1901***](https://advance.lexis.com/api/document?collection=jury-verdicts-settlements&id=urn:contentItem:4MWY-D6J0-0223-Y2P4-00000-00&context=)

03-02948

Oct. 20, 2006

**Headline:** Jury Awards Estate $1 Million In ***Accident*** Policy Suit

**Result:** $1 million plaintiff verdict

**Court:** D. N.J.

**Judge:** Harold A. Ackerman

**Plaintiff Profile**

Frani Feit, individually and assignee of David J. Feit

**Defendant Profile**

Great-West Life And Annuity Insurance Co

**Plaintiff Counsel**

Barry D. Epstein and Michael J. Epstein, Epstein Beirne, Rochelle Park, N.J

**Defendant Counsel**

Allan Ross Jacobs and Michael Jay Zaretsky, Carlet, Garrison, Klein & Zaretsky, Clifton, N.J

**Case Summary**

**Claim:** Breach of contract, violation of implied covenant of good faith, unjust enrichment, violation of New Jersey State Law

**Background:** On Dec. 5, 1996, Great-West Life and Annuity Insurance Co. issued a life insurance policy on David J. Feit of Wayne, N.J. On July 22, 2002, sources told Mealey Publications, Feit's ***car*** breached a guard rail on the New York State Thruway and went down a 670-foot grassy slope, where it bounced and hit a fence, killing Feit. Sources said that Feit, 44, was found clutching his chest and not wearing a seat belt and that the air bags on the ***car*** had not been deployed. Death was the result of a myocardial infarction, caused by a 50 percent blockage of the coronary arteries.At the time of Feit's death, there were death benefits on the policy of $1 million and additional accidental death benefits of $1 million. As of July 22, 2002, Feit's widow, Frani Feit, was entitled to 80 percent of the proceeds of the policy and Irwin J. Feit was entitled to 20 percent.Frani Feit originally sued Great-West in the Passaic County Superior Court on May 22, 2003, and the case was removed to the U.S. District Court for the District of New Jersey on June 20, 2003.

**Other:** The trial lasted nine days, and the jury deliberated eight hours, sources said.The jury found that the ***car*** crash, not a pre-existing condition, caused Feit's death in the auto ***accident***, making his estate eligible for the $1 million accidental death policy.Sources said the insurance company agreed to pay the basic $1 million policy but refused to pay the $1 million for accidental death because Feit died of natural causes.The judge awarded an additional $188,931.50 in prejudgment interest to the jury verdict on Nov. 15, 2006.On Nov. 1, 2004, Great-West moved for summary judgment and the motion was partially granted Oct. 18, 2005.Great-West moved for a new trial on Nov. 29, 2006.

**Defense:** Allegations denied.

**Plaintiff Expert(s)**

Arthur Fisch, M.D., cardiologist, Morristown, N.J. Duc Vuong, M.D., pathologist, Westchester, N.Y. Marcello Zappi, M.D., pathologist, Rockland, N.Y

**Key Related Documents**

Brief in opposition for motion for new trial available.Document #99-061218-237B.

Great-West's motion for a new trial available.Document #99-061218-238M.

Judgment available.Document #99-061218-239A.

Judge's opinion available.Document #99-061218-240Z.

Verdict form available.Document #99-061218-241V.

Jury notes part 1 available.Document #99-061218-242X.

Jury notes part 2 available.Document #99-061218-243X.

Jury notes part 3 available.Document #99-061218-244X.

Jury notes part 4 available.Document #99-061218-245X.

Jury notes part 5 available.Document #99-061218-246X.

Jury notes part 7 available.Document #99-061218-247X.

Opinion and order denying plaintiff's motion for reconsideration available.Document #99-061218-248Z.

Brief in opposition to plaintiff's motion for reconsideration available.Document #99-061218-249B.

Plaintiff's motion for reconsideration available.Document #99-061218-250M.

Order granting in part and denying in part defendant's in limine motion to strike available.Document #99-061218-251Z.

Brief in support of in limine motion to strike available.Document #99-061218-252B.

Brief in opposition to in limine motion to strike available.Document #99-061218-253B.

Defense in limine motion to strike available.Document #99-061218-254M.

Opinion and order granting in part and denying in part defendant's motion for summary judgment available.Document #99-061218-255Z.

Brief in support of motion for summary judgment available.Document #99-061218-256B.

Brief in opposition to motion for summary judgment available.Document #99-061218-257B.

Defense motion for summary judgment available.Document #99-061218-258M.

Answer available.Document #99-061218-259M.

Complaint available.Document #99-061218-260C.

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