

## Faulty Sea Plane's Bilge Pump Causes Fatal Crash

Mr. X was a pilot employed by an airline that flew sea planes. In March 1994, Mr. X and his copilot were commissioned for a charter flight to a dock in Key West. After dropping off their passengers, they planned to fly to the Key West Airport to refuel and await their next group of passengers. As they took off from the water and gained altitude, the aircraft suddenly stalled and they could not regain control. The plane plummeted into the sea, and while Mr. X and his copilot survived the impact, both drowned as a result of the crash.

The aircraft in which Mr. X and his copilot had crashed had a tendency to take on water. For that purpose, the airline installed bilge pumps to remove sea water, as is often the case in standard watercraft.

Following the crash, an investigation ensued as to why the plane had stalled and why control could not be regained by the pilots. It was suspected that the bilge pumps were installed in such a way so

as to allow excessive water to remain in the aircraft, unbeknownst to the pilots. It was discovered that, as the aircraft gained altitude, excess sea water in the bilge flowed to the rear, causing a shift in the plane's center of gravity. The result was catastrophic.

Attorneys Earl Denney and Karen Terry were hired to represent Mr. X's

spouse and their two young sons. During the litigation of this case, significant hurdles existed pertaining to the "exclusive remedy" provisions of worker's compensation law. Having provided worker's compensation coverage to the family following the crash, the airline argued that it was immune from owing any additional damages to the families. Complicating matters further, the airline declared bankruptcy while the case was pending. Finally, the

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airline's insurance carrier attempted to deny coverage on the basis of exclusions written in the general liability policy carried by the airline, including a watercraft exclusion, an aircraft exclusion, and an exclusion pertaining to cases in which worker's compensation was involved.

The litigation of this case spanned ten years, and the legal battles regarding liability, worker's compensation immunity, bankruptcy, and the applicability of insurance coverage remained vehemently contested. Ultimately, the coverage issues were overcome and the case was resolved on behalf of Mr. X's family for a substantial confidential sum. Attorneys representing the family of the deceased copilot also made a successful recovery. ■



*Decisions...Decisions...Decisions...*

### Confidential Settlement:

**INSURANCE  
COVERAGE  
ISSUES OVERCOME  
IN SEA PLANE  
CRASH**