

Westlaw.

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(Cite as: 158 N.J. 104, 726 A.2d 1289)

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Home State Ins. Co. ex rel. Randell v. Continental  
Ins. Co.N.J.,1999.

Supreme Court of New Jersey.

HOME STATE INSURANCE COMPANY,  
through its Liquidator, Elizabeth RANDELL, and  
her successors as Commissioner of Banking and  
Insurance of the State of New Jersey,  
Plaintiff-Appellant,

v.

CONTINENTAL INSURANCE COMPANY,  
Defendant-Respondent,  
and Jaime Skierski, an infant by her Guardian Ad  
Litem, Beverly Skierski, and Beverly Skierski,  
individually, Irving Raphael, Inc., Leila Steinnagel,  
John Doe and Jane Doe, names being fictitious, real  
names unknown, Defendants.

Argued March 16, 1999.

Decided April 20, 1999.

\*104 On appeal from the Superior Court, Appellate  
Division, whose opinion is reported at 313  
*N.J.Super.* 584, 713 *A.2d* 557 (1998).

David A. Mazie, Livingston, for plaintiff-appellant  
(Nagel Rice & Dreifuss, attorneys; Mr. Mazie and  
Robert G. Lavitt, on the briefs).

Jamie D. Happas, New Brunswick, for  
defendant-respondent (Hoagland, Longo, Moran,  
Dunst & Doukas, attorneys).

PER CURIAM.

The judgment is affirmed, substantially for the  
reasons expressed in Judge Baime's opinion of the  
Appellate Division, reported at 313 *N.J.Super.* 584,  
713 *A.2d* 557 (1998).

STEIN, J. and COLEMAN, J., concurring.

This appeal is before the Court as of right, *R.*  
2:2-1(a), based on Judge Wefing's dissent below in  
which she concluded that Continental Insurance  
Company's (Continental) comprehensive general  
liability (CGL) policy rather than Home State  
Insurance Company's (Home State) automobile  
policy should provide coverage for plaintiff's injury

claim. *Home State Ins. Co. v. Continental Ins. Co.*,  
313 *N.J.Super.* 584, 596-600, 713 *A.2d* 557  
(App.Div.1998) (Wefing, J., dissenting). In our  
view, that dissent fairly presents to this Court for  
resolution the issue whether either or both \*105  
policies provide coverage. Essentially for the  
reasons expressed in Judge Brochin's concurring  
opinion, *id.* at 595-96, 713 *A.2d* 557, we are of the  
view that a sufficient nexus between plaintiff's  
injuries and the use of the school bus exists to  
sustain coverage under the automobile policy. We  
also believe that the supervisory responsibilities of  
the bus driver, as distinguished from his obligation  
to drive safely, are sufficiently implicated by the  
claim to warrant the conclusion that the CGL  
policy's exclusionary clause should not bar  
coverage under that policy. Accordingly, we  
would affirm and modify the judgment of the  
Appellate Division and remand to the Law Division  
to apportion coverage in accordance with the "other  
insurance" clauses of the policies.

STEIN and COLEMAN, JJ., concurring in the  
result.

*For affirmance*-Chief Justice PORITZ and Justices  
HANDLER, POLLOCK, O'HERN, GARIBALDI,  
STEIN, and COLEMAN-7.

*Opposed*-None.

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