



# Josh Tumen

Associate

New York

[jtumen@cozen.com](mailto:jtumen@cozen.com) | (212) 908-1371

Josh represents international and domestic insurers as litigation and coverage counsel in first-party property matters. He focuses his practice on issues arising out of, but not limited to, construction risks and defects, renewable energy losses, natural disasters, and fraud. Josh is also well-versed in handling related time element losses and bad faith claims. He is a trusted adviser in developing litigation strategies, evaluating and reducing risk, interpreting policy language, and claims handling.

Before joining the firm, Josh was an associate with a Global 100 firm, where he also focused on first-party property insurance coverage matters. Before that, he was an associate with a leading national firm, where he represented financial institutions, large corporations, and insurance companies in a wide range of complex commercial disputes, including business torts, breach of contract, health care litigation, breach of fiduciary duty, fraud, false advertising, and ADA accessibility claims.

Josh earned his B.A. from the University of Delaware and his J.D. from the Syracuse University College of Law.

## Experience

Won summary judgment on behalf of the insurer in an insurance coverage dispute arising out of a fire at the insureds' property. The claim had exposure of over \$5 million. The court agreed with the insurer's argument that there was no coverage because the insurer properly cancelled the policy prior to the loss due to the insureds' failure to make timely premium payments. The court rejected the insureds' argument that the insurer's retention of the insureds' payment of earned premium after the cancellation date was sufficient to raise a question of fact that the policy remained active given that the insurer did not act in any manner that would have suggested to the reasonable person that there was coverage at the time of the loss.

Won summary judgment for the insurer in a case in which coverage was denied for water damage, based on Surface Water and Groundwater Exclusions in the insureds' policy. Plaintiffs' expert attributed the damage to a "weather event" but disputed the characterization of surface and ground water, and Plaintiffs further argued that the exclusions were ambiguous. In granting summary judgment, the court held that the exclusions were clear and unambiguous and that, based on the policy language and the insurer's expert report, there was no reasonable basis for Plaintiffs to expect coverage.

Secured pre-answer dismissal of a lawsuit filed by insureds seeking indemnity for approximately \$1.8 million in property damage. In dismissing the case, the court accepted our argument that the insureds' failure to comply with the policy's notice provision precluded reimbursement as a matter of law.

## Practice Areas

- Insurance Coverage
- Bad Faith
- Property Insurance
- Casualty & Specialty Lines Coverage

## Industry Sectors

- Insurance

## Education

- Syracuse University, J.D., 2015
- University of Delaware, B.A., 2011

## Bar Admissions

- New York
- New Jersey
- Florida

## Court Admissions

- U.S. District Court -- Eastern District of New York
- U.S. District Court -- Southern District of New York
- U.S. District Court -- New Jersey
- U.S. District Court -- Southern District of Florida
- U.S. Court of Appeals for the Second Circuit

## Affiliations

Burton Blatt Institute, Syracuse University, Board of Advisors

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P: (212) 908-1371 | F: (212) 509-9492

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