UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 24-2563

Craig Chiaccheri,
Appellant

v.

Zurich American Insurance Company

On Appeal from the U.S. District Court, D.N.J.
Judge Jamel K. Semper, No. 2:23-cv-07056

Before: MONTGOMERY-REEVES, ROTH, AND AMBRO, *Circuit Judges*
Submitted: June 27, 2025; Filed: Aug. 18, 2026

NONPRECEDENTIAL OPINION*

AMBRO, *Circuit Judge*

Craig Chiaccheri appealed an order of the District Court for the District of New Jersey granting summary judgment for Zurich American Insurance Company with respect to a commercial motor vehicle policy it issued to TJX Companies, Inc., Chiaccheri's employer. For the reasons that follow, we affirm.

I. BACKGROUND

In 2022, Chiaccheri was injured in an automobile accident. At the time of the accident, he was on the job, driving a vehicle that was owned by TJX and, as noted, insured

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* This disposition is not an opinion of the full Court and, under I.O.P. 5.7, is not binding precedent.

by Zurich. Chiaccheri was not a named insured on TJX's Zurich policy, but no party disputes that, as an employee on duty, he was covered by the policy at the time of the accident. The policy insured the TJX vehicle for $2,000,000, and it included endorsements—written by Zurich and accepted by TJX's representatives—limiting underinsured motorist ("UIM") coverage to $15,000 per person and $30,000 per accident.

The at-fault driver in the collision, Harvey Gonzalez, maintained $100,000 in third-party liability insurance coverage. Gonzalez's insurer offered the policy limit of $100,000 to settle Chiaccheri's claims. He accepted that sum, but he also sought UIM coverage through the Zurich policy. Zurich told Chiaccheri that he could not recover under the policy, as Gonzalez's coverage of $100,000 was greater than the policy's UIM limit of $15,000, so Gonzalez was not considered underinsured.

Chiaccheri sued Zurich in the Superior Court of New Jersey. As relevant here, he argued (1) that the policy's UIM limitations violated the requirement of N.J.S.A. § 17:28-1.1(f) that unnamed insured employees be afforded "the maximum . . . underinsured motorist coverage available under the policy," and (2) the Zurich policy is void as against public policy. For a remedy, he sought reformation of the policy to provide $2,000,000 in UIM coverage—the same amount as the policy's bodily-injury coverage limit.

The case was removed to the United States District Court for the District of New Jersey. That Court granted summary judgment for Zurich. On the statutory question, it rejected Chiaccheri's interpretation and held that the policy's UIM limit did not violate

N.J.S.A. § 17:28-1.1(f) and was not void as against public policy.[1] Chiaccheri timely appealed.

II. STANDARD OF REVIEW

The District Court had diversity jurisdiction under 28 U.S.C. § 1332(a). We have jurisdiction over its final order granting summary judgment. 28 U.S.C. 1291. Moreover, we review the District Court's summary judgment decision de novo, applying the same Rule 56 standard: summary judgment is appropriate only when the moving party shows there is no genuine dispute as to any material fact. *Ellis v. Westinghouse Elec. Co., LLC*, 11 F.4th 221, 229 (3d Cir. 2021).

III. DISCUSSION

The District Court granted summary judgment for Zurich, upholding the policy's UIM limit while rejecting Chiaccheri's statutory and public-policy arguments. To determine whether that decision was correct, we must address important and unresolved questions under N.J.S.A. § 17:28-1.1(f). Accordingly, pursuant to Local Appellate Rule 110.1 of the United States Court of Appeals for the Third Circuit, and in accordance with the procedures set forth in New Jersey Rule of Court 2:12A, we certified the following two questions to the New Jersey Supreme Court.

> 1. With respect to a "motor vehicle liability policy . . . that names a corporate or business entity as a named insured" under

[1] The District Court also ruled for Zurich on Chiaccheri's claim of bad faith, which is not relevant to this appeal.

> N.J.S.A. § 17:28-1.1(f), what is the "maximum . . . underinsured motorist coverage available under the policy" that must be provided to "an individual employed by the corporate or business entity"?
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> 2. Are endorsements limiting underinsured motorist coverage to an amount less than the general third-party liability coverage limit under the same policy in violation of N.J.S.A. § 17:28-1.1(f) or otherwise contrary to public policy?

The New Jersey Supreme Court accepted the certified questions and resolved them thoroughly in *Chiaccheri v. Zurich Am. Ins. Co.*, _ A.3d _, 2026 WL 2264130 (N.J. Aug. 6, 2026). Its answers, taken directly from its opinion, are as follows:

> [1.] We conclude that under N.J.S.A. 17:28-1.1(f), the maximum UIM coverage "available under the policy" that must be provided to "an individual employed by the corporate or business entity" is coverage up to the UIM coverage limit that the corporate or business entity selected under the policy for the named insured, not UIM coverage up to the general third-party liability coverage limit under the policy.
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> . . .
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> [2.] We hold that an endorsement in a motor vehicle liability policy limiting UIM coverage to an amount less than the general third-party liability coverage limit under the same policy does not violate either N.J.S.A. 17:28-1.1(f) or public policy, provided that (1) the UIM coverage available to the employee under the policy meets all applicable requirements of N.J.S.A. 17:28-1.1(a) and (b); and (2) under the endorsement, the UIM coverage available to the named insured and the UIM coverage available to employees are subject to the same limits in accordance with N.J.S.A. 17:28-1.1(f).

Id. at *3.

As a Court sitting in diversity, we are compelled to follow the state supreme court's definitive interpretation of a matter of state law. *Crystallex Int'l Corp. v. Petróleos de*

Venezuela, S.A., 879 F.3d 79, 84 (3d Cir. 2018). And in this case the New Jersey Supreme Court decided each of the certified questions against Chiaccheri. *See* 2026 WL 2264130, at *3. Accordingly, his claims against Zurich cannot succeed.

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For the reasons stated by the New Jersey Supreme Court, we affirm the District Court's decision granting summary judgment for Zurich.