ASSIGNMENTS OF ERROR

UNIWEST CONSTRUCTION, INC., ET AL. v. ABM AMTECH, INC. F/K/A AMTECH ELEVATOR SERVICES, ET AL.
(Record Number 091495)

1. The trial court erred in holding that the indemnification clause in paragraph 10 of the subcontract is void as against public policy and therefore, does not obligate Amtech to defend and indemnify Uniwest for the underlying litigation.
2. The trial court erred in holding that the indemnity clause of the prime contract does not obligate Amtech to defend and indemnify Uniwest for the underlying litigation.
3. The trial court erred in holding that Amtech is not obligated to defend and indemnify Uniwest in the underlying litigation pursuant to the January 2004 agreement.
4. The trial court erred in holding that Uniwest is not an additional insured under paragraphs (E)(4) and (E)(7) of the AIU policy and, therefore, that AIU does not owe Uniwest a defense and indemnification for the underlying litigation.
5. The trial court erred in holding that AIU is not estopped from denying coverage to Uniwest as a result of its assumption of the defense of Uniwest in the underlying litigation without first reserving its right to deny coverage.

AMTECH ELEVATOR SERVICES, INC., N/K/A ABM AMTECH, INC., ET AL. v. UNIWEST CONSTRUCTION, INC., ET AL.
(Record Number 091496)

1. The trial court erred by finding that Amtech had a contractual duty to procure insurance for Uniwest because the subcontract contains no such requirement.
2. The trial court erred by finding that Uniwest was entitled to damages because Uniwest's own insurance fully covered the loss.
3. The trial court erred by finding that Uniwest's insurers were entitled to reimbursement for having paid the loss because the insurers were already contractually obligated to do so.
4. The trial court erred by awarding Uniwest and its insurers damages in excess of the minimum amount of insurance Amtech was allegedly obligated to procure.

FEDERAL INSURANCE COMPANY v. AMTECH ELEVATOR SERVICES N/K/A ABM AMTECH INCORPORATED, ETC.
(Record Number 091521)

1. The Trial Court erred at the summary judgment hearing on October 5, 2007, when it determined that the indemnity provision contained in the Subcontract agreement between Uniwest and Amtech violated section 11-4.1 of the Virginia Code Annotated, despite the undisputed fact that Uniwest was not negligent in causing the accident which is the subject of the Underlying Litigation and that Amtech at all times relevant to this action maintained complete and sole control of the safety and management of the work site where the accident occurred.
2. The Trial Court erred in finding that based on the invalidity of the indemnification clause in the Subcontract, Uniwest was not an additional insured under Sections E-4 and E-7 of the AIU policy issued to Amtech and therefore did not require AIU to indemnify Uniwest in the Underlying Litigation.
3. The Trial Court erred in ruling that Amtech was not obligated to indemnify Uniwest in the Underlying Litigation, pursuant to the plain language of the Subcontract and the incorporation of the indemnification provision from the Prime Contract.
4. The Trial court erred in ruling that AIU was not estopped from denying indemnification to Uniwest for the Underlying Litigation after AIU appointed counsel for Uniwest's behalf and provided an unconditional defense to Uniwest without a reservation of rights.
5. The Trial Court erred in ruling that the prolonged negotiations between Amtech and Uniwest did not created an executory accord or second indemnity agreement under Pennsylvania contract law between the parties, obligating Amtech to defend and indemnify Uniwest in the Underlying Litigation.