# Judge Blocks $54 Billion Anthem-Cigna Health Insurance Merger

***News***

A federal judge blocked the $54 billion merger between health insurance giants Anthem and Cigna, saying the deal would increase prices and reduce competition, according to a report by *The Washington Post*.

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# Protecting Your Event with Contracts and Insurance

***Insight***

Attorney Barbara Dunn O’Neal and Lance Ewing, executive vice president Global Risk Management & Client Services at Cotton Holdings Inc., recently discussed some of the basics of contract drafting when they spoke at a meeting of professional meeting planners.

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# Federal Court Dismisses Insurer’s Claims Seeking Tens

# of Millions of Dollars in Damages

*News*

The lawsuit sought more than $40 million in damages for an alleged shortfall in reinsurance collateral and claims relating to the issuance of various workers' compensation policies.

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# Federal Court Dismisses Insurer's Claims Seeking Tens of Millions of Dollars in Damages

*News*

A federal judge has dismissed claims brought by a South Carolina insurance company against Texas-based insurance agency Highpoint Risk Services and its owner, Charles David Wood, Jr.

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# Trial Lawyer Jay Old Joins

# Texas-based Hicks Thomas LLP

***News***

Veteran trial lawyer Jay Old has joined commercial litigation firm Hicks Thomas LLP where he will continue to represent construction, insurance, petrochemical and health care companies as part of his client portfolio.

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# New e-Posting Regulations, Featuring Locke Lord LLP – Webcast

***Event, Dec. 13, 2 p.m. EST***

Intended to improve the process of buying insurance for consumers, there have been recent updates to laws that allow insurance companies to post policies, forms, and endorsements on a website rather than printing these documents on paper.

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# Dykema's Eduardo Espinosa Appointed Trustee in Life Partners Reorganization

***News***

Eduardo Espinosa, a member with law firm Dykema, has been appointed trustee for the Position Holders Trust as part of

Life Partners Holdings Inc.’s Chapter 11 Plan of Reorganization.

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# In Contracts, What a Difference a Word Makes

***Insight***

Larry P. Schiffer of Squire Patton Boggs describes a recent case that illustrates his point that legalese and unnecessary words can cause a trier of fact to interpret a clause in a way that is unexpected.

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# Exclusion For ‘Assumption Of Liability in Contract’ Does Not Apply to Breach of Professional Services

***Insight***

The Northern District of California ruled that a professional liability policy that excluded the insured’s “assumption of liability obligations in a contract or agreement” did not extend to breach of warranty or false advertising claims arising out of a genetic data testing company’s marketing and sale of a personal genome service, reports Mary McCutcheon of Farella Braun + Martel LLP.

# New York Proposes Cybersecurity Regulation for Insurance Companies, Banks, Financial Institutions

***Insight***

If enacted, this change would bring the first statewide regulation mandating that insurance companies, banks, and other financial institutions create such a program, reports Jason O. Balogh, a partner with Hickey Smith LLP.

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# Andrew Kopon, Jr. Named President-Elect of International Association of Defense Counsel

***News***

Andrew Kopon, Jr., a founding member of Kopon Airdo, LLC, has been elected president-elect of the International Association of Defense Counsel (IADC) for the 2016-2017 term. The IADC is a global legal organization for attorneys representing corporate and insurance interests.

# Additional Insured By Written Contract Clause Construed to Bar Coverage

***Insight***

The language of an additional insured clause may make all the difference as to whether a party is covered as an additional insured or not, writes Larry P. Schiffer in Squire Patton Boggs' Insurance and Reinsurance Disputes blog.

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# Additional Insured By Written Contract Clause Construed to Bar Coverage

***Insight***

New York courts will interpret insurance policies based on the plain meaning of the words used by the parties and will not alter the contracts for equitable reasons if the language is clear and unambiguous, writes Larry P. Schiffer of Squire Patton Boggs.

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# Beware of the Tax Traps of Employer-Owned Life Insurance Contracts

***Insight***

In closely held businesses, it is common practice to provide for the succession of the business upon the death of an owner, writes Mitchell Goldberg of Berger & Singerman.

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# Continuing Bad Faith: Theory of Liability or Rule of Evidence?

***Insight***

When a bad faith lawsuit converts the quasi-fiduciary relationship with the policyholder into an adversarial one, how does a policyholder lawsuit affect the insurer’s duty of good faith? And, how does the insurer’s duty of good faith affect the lawsuit?

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# Avoid Nullification of

# Contractual Indemnity Protection

***Insight***

Because of unforeseen risk, additional insured endorsements have been revised to link contractual indemnity obligations to additional insured coverage, writes James J. Buldas of Pietragallo Gordon Alfano Bosick & Raspanti LLP.

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# Increasing Use of Cyber Insurance Requirements in Contracts

***Insight***

Insurance requirements are common in commercial contracts, and many contracts now include a sub-clause regarding cyber insurance, write Branwen Buckley and Corby J. Baumann of Thompson Hine.

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# Insurance, Indemnification, and Limitation of Liability

# Provisions in Business Contracts

***Insight***

“Fundamentally, the purpose of insurance, indemnification, and limitation clauses is to allocate risks,” writes Kenneth Gorenberg of Barnes & Thornburg LLP.

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# Judge Fines Foreclosure Law Firm $1.8 Million for Bogus Billings

***News***

A Denver judge has fined one of the city’s prolific foreclosure attorneys $1.8 million for billing thousands of consumers facing the loss of their homes for title-insurance policies that did not exist, reports *The Denver Post*.

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# Barnes & Thornburg Adds Three Insurance Recovery Attorneys in Los Angeles and Dallas

***News***

Barnes & Thornburg LLP announces today that three lawyers from

Anderson Kill’s Ventura, California, office have joined the firm’s Litigation Department and Insurance Recovery and Counseling Practice Group.