

# Obamacare's Impact on Employment: An Early Look

## *NEWS*

Early numbers show that locations with a high percentage of uninsured Americans, such as Texas, ended up experiencing a rise in employment, salaries and output in comparison to areas with less exposure to the health care law.

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# 20 Questions When Your Vendor's Cyber-Coverage Matters

## *White Paper*

Always make sure you know what if any critical digital assets other than personally-identifiable information (PII) are covered by cyber-risk insurance coverage.

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# SDV Workers' Compensation Immunity State by State Survey

## *Survey*

Saxe Doernberger & Vita has released a comprehensive survey

that examines several key issues relating to the scope and extent of workers' compensation requirements and immunity across all 50 states.

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## **Breaching the Duty to Defend: Remedy for Recovering Peace of Mind**

### ***White Paper***

Estoppel, or forfeiture of defenses against coverage, in the end, is the penalty for a wrongful breach of the duty to defend.

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## **5th Circuit Clarifies Service Contract and Insurance Interplay Under Texas Law**

### ***NEWS***

The 5th U.S. Circuit Court of Appeals has further addressed the area of contract and insurance interplay with its decision in *Ironshore Specialty Insurance Co. v. Aspen Underwriting Ltd. et al.*, reports Liskow & Lewis.

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# Today's Contracts Enforceability Issues, Part III: Decoding Indemnity Clauses

## *White Paper*

Parties with leverage may be unyielding when it comes to their negotiation, raising questions of whether certain risks may be allocated through insurance.

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# Insured Contract: Coverage for Breach of Warranty Claims

## *NEWS*

The court addressed one of the most misunderstood issues in the commercial general liability policy: Does an obligation to indemnify trigger insurance coverage?

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# Indemnity and Insurance

# Provisions in Construction Contracts

## *White Paper*

It is necessary to pay close attention to the interplay between indemnity and insurance to ensure the objectives of the parties are achieved in a construction contract.

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## ERISA Ruling: Claimant Has ‘Duty to Investigate’ When Asserting Equitable Tolling of Contractual Limitations Provision

### *NEWS*

A plaintiff is not reasonably diligent when she fails to investigate basic issues that are relevant to her claim or to proceed with it in a reasonably prompt fashion.

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## Courts Say There’s No Claim

# for “Reverse Bad Faith.” Could They Be Wrong?

## *White Paper*

While every policyholder – as a party to a contract – owes a contractual duty of good faith and fair dealing, the court explained that a tort claim for bad faith arises out of a different duty.

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## Battle With Insurers Over Sandy Claims Ends With Big Settlement

### *NEWS*

A utility spokesman said the total amount of insurance recovery is \$264 million, most of which is for damage to PSEG Power’s generation plants.

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## Cyber Insurance Basics: What Businesses Need to Know

### *Insurance*

Cyber insurance programs are necessary for small, mid-size, and large businesses to help them manage the risks from data breaches, writes Jonathan Reich, a Womble Carlyle attorney in

the firm's Winston-Salem office.

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# Wisconsin Court Confirms Importance for Businesses to Timely Report Insurance Claims

## *White Paper*

The Wisconsin Supreme Court recently issued a decision that drives home the importance for businesses and individuals, as policyholders, to immediately report claims to their insurance company.

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# CMS Issues Final Rule Implementing SMART

## *NEWS*

The Centers for Medicare & Medicaid Services has issued a final rule implementing provisions of the Strengthening Medicare and Repaying Taxpayers Act (the SMART Act), establishing a right of appeal and formal Medicare Secondary Payer (MSP) appeals process for applicable plans, reports Carr Allison Medicare Compliance Group.

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# Louisiana Court Rules in Failure-to-Pay Settlement Case

A Louisiana court has ruled in a case on an insurer's failure to pay a settlement, finding the party need not prove the insurer was "arbitrary, capricious, or without probable cause" in failing to pay.

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## Managing Transactional Risk: How to Use Insurance Capital to Solve Deal Issues

### *On-Demand*

Marsh USA offers a free on-demand webinar in which a panel of risk experts provide real-world examples of deal issues and how the insurance market can be accessed to solve them.

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## How Medicare Affects Employer

# Health Coverage

***EVENT: April 7, 1 p.m. CDT***

Benefit Express will present a free webinar reviewing the topic of Medicare and how it can affect Employers Health Coverage offerings.

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## Insurance Certificates in Contract Management

***Article and video***

A new article and video from Berkman Solutions outline steps for managing insurance certificates required in a contract.

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## Insurer Conduct Can Lead Policyholders Into Suit Limitation Traps

***White Paper***

A white paper posted by Jones Day partner Tara Kowalski on the firm's Insurance Policy Advocate site says a recent string of cases addressing suit limitation provisions serves as a reminder of the numerous traps that surround such provisions



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# Texas Supreme Court Marries Contractual Limitations to Insurance Policies

## *White Paper*

A Texas court has settled the debate concerning whether a company's insurance policies stood alone or were married to and dependent upon an insured's limited obligation in a separate contract to insure and indemnify a third party.