Texas Supreme Court Reinforces the Eight-Corners Rule, Or Does It?

News

In Richards v. State Farm Lloyds … the Texas Supreme Court answered a certified question posed by the Fifth Circuit Court of Appeals; namely, whether the absence of a clause requiring a carrier to defend claims that are "groundless, false or fraudulent" means that the "eight-corners" rule does not apply when determining the existence of a duty to defend.

Lawyer's Heart Attack One Day Before Raise Doesn't Cut Benefits

News

Harlan Ten Pas, a former partner with McGladrey LLP, is entitled to disability benefits based on his annual salary of $390,000, which became effective one day after he suffered a heart attack over Labor Day weekend.

Contractual Liability Exclusion Excised from E&O Policy for Professional Services Company

Insight

The ruling could also apply to the “professional service” exclusion found in some D&O policies, including in policies issued to companies engaged in providing professional services.

The Negligent Breach of Contract Problem In Liability Insurance

Insight

Even if an errors and omissions policy contains a breach of contract exclusion, coverage may be available in a breach claim, depending on the circumstances and applicable law, writes Charles P. Edwards for Barnes & Thornburg.

Association Construction Contracts – What are Risks of That Waiver of Subrogation Term?

Insight

The 4th Circuit held that a subrogation waiver provision in a construction contract barred an association's insurance company from seeking to recover from an allegedly negligent contractor.

DCJ Journal: Federal Rules Changes, Insurance Coverage, and Maritime Jurisdiction Over Asbestos

Insight

The International Association of Defense Counsel (IADC) has published the third quarter 2019 issue of its Defense Counsel Journal (DCJ), available for free and without a subscription via the IADC's website,

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The Murky Waters Between ‘Good Faith’ and ‘Bad Faith’

Insight

The more sophisticated the business and risk management department is, the more likely they have a sophisticated insurer writing their coverage.

Five Must-Haves for Avoiding Risky Disasters – Insurance Procurement Clauses

Insight

A Brouse McDowell Insurance Blog post discusses the drafting of insurance requirements in a contract to ensure that, in the event of a loss arising out of the work performed, parties will have assets available for that loss.

N.J. Appellate Court Confirms that AIA Construction Contract Bars Insurer’s

Subrogation Claim

News

A New Jersey has confirmed that the waiver of subrogation provision in a commonly used form construction contract precluded an insurer’s claims against a subcontractor.

Think Twice About Depreciating Repair Costs in Our State, says the Tennessee Supreme Court

News

Tennessee’s Supreme Court recently held that an insurer may not withhold repair labor costs as depreciation when the policy definition of actual cash value is found to be ambiguous. Tennessee joins other states like California and Vermont that prohibit the depreciation of repair labor costs in property policies.

Crumbling Concrete Not Covered Under ‘Collapse’

Provision in Homeowner's Policy

Insight

In recent years, the foundations of approximately 35,000 homes in northeastern Connecticut have begun to deteriorate as a result of faulty concrete used to build homes during the 1980s and 1990s. Dozens of homeowners have been suing their insurers for denying coverage for claims based on the deteriorating foundations.

Indemnification Agreements and Insured Contracts

Insight

When a general contractor engages a sub to perform work on projects, the parties should always reduce their expectations and agreements to a written document in which both sides agree and acknowledge the terms.

Construction Defect Dispute Governed by Contract Disputes

Act Not Yet Suited to Being a ‘Suit’

Insight

The Southern District of California recently held that a series of demands for a general contractor to investigate and repair several construction defects at a U.S. Army facility did not constitute a “suit” within the meaning of the general contractor’s commercial general liability policy.

‘Immoral and Barbaric’: Cancer-Surviving Judge Blasts Insurer For Denying Lawyer’s Treatment

News

One judge, who felt he had to recuse himself and who was a prostate cancer survivor himself, made it clear how he felt about the case.

Why Do I Want/Need a Waiver

of Subrogation?

Insight

Ira Meislik of Meislik & Meislik, writing in the firm's Ruminations real estate law blog, examines the use of subrogation clauses in real estate leases in relation to insurance policies.

New York Regulator Subpoenas Insurance Broker Over Trump Organization Dealings

News

The subpoena came after former Trump lawyer Michael Cohen told Congress the president inflated the value of assets to insurers, according to Reuters.

Texas Supreme Court Ruling on Attorney-Client Privilege Can Benefit Insurers

News

The ruling is significant to Texas because it aligns the state with the federal rules on expert disclosure and production.

Service Contracts and the Magnuson-Moss Warranty Act

Insight

Although service contracts mirror many of the features of traditional insurance products, most states expressly exclude them from the statutory definition of insurance, according to an article by two Locke Lord lawyers.

Proposal for Flood-Prone Areas Would Affect Texas Consumers and Insurance Industry

News

A bill filed in the Texas Senate would require home sellers to disclose if their property is in a flood-prone area or if it has already flooded.

‘An’ Versus ‘Any’: When One Word Makes a Profound Difference in an Insurance Contract

Insight

The words “the,” “an” and “any” have been assigned significant importance in the case law, and are also at issue in cases examining other liability exclusions, according to Jones, Skelton & Hochuli.