When Is a Mixed Insurance Contract a Maritime Contract?

Insight

Whether a mixed insurance contract (i.e., an insurance contract with maritime and non-maritime elements) permits the exercise of admiralty jurisdiction is a complicated question for parties and for the courts, according to a Montgomery McCracken Walker & Rhoads LLP alert.

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*.

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.

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.

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.

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.

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.

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?

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.

A.M. Best Webinar Examines Legal, Insurance Ramifications of Lead Injuries

Event, August 3, 2 p.m. EDT

A panel of legal and insurance professionals will discuss the sources of lead injury claims, developing liability issues and the industry impact of lead-based claims.

Contract Indemnity and Duty

to Defend vs. Insurance Duty to Defend

Insight

An explicit contractual duty to defend against allegations of negligence or breach by the indemnitor may well be construed to require such a defense from the outset, even when parties are still arguing over ultimate liability, writes Stan Martin of Commonsense Construction Law LLC.

National Insurance Coverage Team Joins Wilson Elser

News

National law firm Wilson Elser announced that a national insurance coverage team of 11 attorneys has joined Wilson Elser in three offices – Chicago, Los Angeles and New Jersey.

Court Orders Coverage Where Breach Merely Alleged

Article

The exclusion could have been written more broadly so as to cover all claims for injury arising out of any “alleged” breach of contract in addition to all claims arising out of

actual breaches of contract.

Fifth Circuit Holds Additional Insureds Lack Coverage for Contractual Liability

News

The 5th U.S. Circuit Court of Appeals has affirmed a lower-court decision declining to broaden additional insured coverage afforded under a commercial general liability policy to an energy operator to contractual liabilities assumed by an energy service provider, writes David J. Saltaformaggio of Phelps Dunbar.

Court Rules Insurer’s Privacy Policy Can Give Rise to Breach of Contract Claim

Article

The process of issuing an insurance policy, either directly or through an employer group, requires care and deliberate action when it comes to issues of proper integration, documentation and transmittal.

Artful Pleading Fails to Circumvent Contractual Liability Exclusion

Article

D&O policies are not intended to insure contracts entered into by insureds: that is why D&O policies routinely contain contractual liability exclusions.