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INSURANCE LAW ALERT

JULY/AUGUST 2014

This Alert discusses recent decisions relating to excess coverage, pro rata allocation and late notice under a claims-made policy. In addition, we report on rulings addressing the number of occurrences and the calculation of "actual cash value" under a fire policy. Finally, we discuss a decision holding that a non-signatory to a reinsurance contract is not required to participate in arbitration and three noteworthy discovery-related decisions.

- ***Fifth Circuit Rules That Umbrella Policies May Be Triggered Even When Underlying Insurance Is Exhausted by Claims Not Covered by the Umbrella Policies***

  The Fifth Circuit ruled that excess policy language did not require underlying coverage to be exhausted by claims that are covered by the excess policies themselves. *Indemnity Ins. Co. of N. America v. W&T Offshore, Inc.*, 2014 WL 2853586 (5th Cir. June 23, 2014). *(click here for full article)*

- ***Indiana Court of Appeals Applies Pro Rata Allocation to Continuous Bodily Injury Claims***

  The Indiana Court of Appeals ruled that exposure to toxic substances causing bodily injury should be allocated pro rata among multiple policies. *Thomson Inc. v. Insurance Co. of N. America*, 2014 WL 2772834 (Ind. Ct. App. June 19, 2014). *(click here for full article)*

- ***Failure to Provide Notice "As Soon As Practicable" Bars Claims-Made Coverage, Says New Jersey Appellate Court***

  A New Jersey appellate court ruled that there is no coverage under a claims-made policy where a policyholder failed to provide notice of a complaint "as soon as practicable," even where the policyholder provided the notice within the policy period. *Templo Fuente De Vida Corp. v. National Union Fire Ins. Co.*, No. 2014 WL 2533810 (N.J. App. Div. June 6, 2014). *(click here for full article)*

- ***Non-Signatory to Reinsurance Contract Not Required to Participate in Arbitration, Says Illinois Court***

  An Illinois federal district court refused to compel a non-signatory to a reinsurance contract to join an ongoing arbitration between the contracting parties. *Transatlantic Reinsurance Co. v. National Indem. Co.*, 2014 WL 2862280 (N.D. Ill. June 24, 2014). *(click here for full article)*

- ***Eighth Circuit Rules That Two Deaths Arose From One Occurrence***

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- ***Sixth Circuit Rules That Term "Obsolescence" in "Actual Cash Value" Provision Does Not Include Decrease in Market Value***

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  (click here for full article)

- ***New York Commercial Division Adopts Rule to Reduce Privilege Log Expenses***

  New York's Chief Administrative Judge adopted Rule 11-b of the Rules of Practice for the Commercial Division establishing a preference for parties to use "categorical designations" in lieu of traditional document-based logs.

  (click here for full article)

- ***D.C. Court of Appeals Clarifies Scope of Attorney-Client Privilege With Respect to Internal Investigation Documents***

  The Court of Appeals for the District of Columbia ruled that a company's internal investigation documents are protected by attorney-client privilege so long as obtaining or providing legal advice was one the of the significant purposes of the internal investigation. *In re Kellogg Brown & Root, Inc.*, 2014 WL 2895939 (D.C. Cir. June 27, 2014).

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- ***Florida Appellate Court Rules That Claim Files Do Not Lose Qualified Work-Product Protection at Termination of Claim***

  A Florida appellate court ruled that an insurer's claim file did not lose qualified work-product protection when the claim was closed with no litigation having materialized. *State Farm Florida Ins. Co. v. Marascuillo*, 2014 WL 2968831 (Fla. Ct. App. July 3, 2014).

  (click here for full article)

- ***Minnesota Court Addresses Discoverability of Reinsurance Communications and Loss Reserve Information***

  A Minnesota federal district court affirmed a magistrate judge's order compelling the production of reinsurance communications and loss reserve information. *National Union Fire Ins. Co. v. Donaldson Co., Inc.*, 2014 WL 2865900 (D. Minn. June 24, 2014).

  (click here for full article)

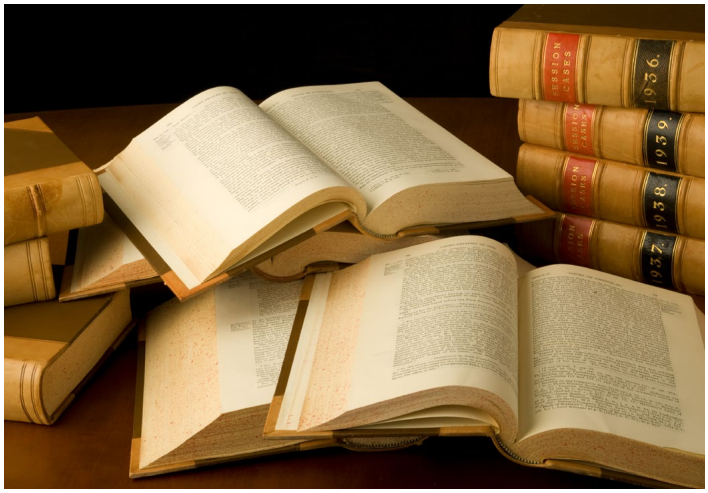
EXCESS ALERT:

Fifth Circuit Rules That Umbrella Policies May Be Triggered Even When Underlying Insurance Is Exhausted by Claims Not Covered by the Umbrella Policies

Reversing a Texas district court's summary judgment decision in favor of excess insurers, the Fifth Circuit ruled that excess policy language did not require underlying coverage to be exhausted by claims that are covered by the excess policies themselves. *Indemnity Ins. Co. of N. America v. W&T Offshore, Inc.*, 2014 WL 2853586 (5th Cir. June 23, 2014).

W&T, an energy exploration and development company, purchased certain primary insurance policies and several umbrella policies. While the primary energy policies covered W&T's own property damage and extra expenses, the umbrella policies covered only third-party claims against W&T. When the primary policies were exhausted by more than $150 million in extra expenses W&T incurred from Hurricane Ike, the umbrella insurers sought a declaration of no liability, arguing that their policies took effect only if W&T's primary insurance became exhausted by claims that also were covered by the umbrella policies (specifically, claims by third parties). A Texas district court granted the excess insurers' summary judgment motion, holding that the primary insurance only can become exhausted for purposes of accessing the umbrella coverage by claims covered by the umbrella policies. The Fifth Circuit reversed.

The Coverage Provision in each umbrella policy obligated the insurers to pay sums in excess of the Retained Limit, defined as the greater of the amount of underlying insurance or the amount of self-insured retention not covered by the underlying insurance. The court noted that "[n]othing in the text of the Coverage provision or the definition of Retained Limit specifies how the $161 million 'limit[ ] of the underlying policies' must be reached or states that the Retained Limit refers exclusively to sums covered by the Umbrella Policy." The court contrasted the policy at issue with an exhaustion provision from another case that explicitly provided that underlying insurance would not be considered exhausted unless it was exhausted by claims covered by the excess policy.



The court also rejected the insurers' reliance on a provision that referred to exhaustion "by payment of one or more claims that would be insured by our Policy." The court reasoned that when read in conjunction with other policy provisions, this clause did not govern the circumstances under which the Retained Limit is depleted, but rather described the excess insurers' additional obligations if the underlying policies were exhausted by payment of claims that were also covered

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under the excess policies.

The decision turns on specific policy language and does not create a blanket rule of law concerning how umbrella coverage is triggered by the exhaustion of underlying coverage.

Allocation Alert:

Indiana Court of Appeals Applies Pro Rata Allocation to Continuous Bodily Injury Claims

The Indiana Court of Appeals reversed a lower court's application of an "all sums" allocation methodology, holding that exposure to toxic substances causing bodily injury should instead be allocated pro rata among multiple policies. *Thomson Inc. v. Insurance Co. of N. America*, 2014 WL 2772834 (Ind. Ct. App. June 19, 2014).

The coverage dispute arose out of a class action filed by Taiwanese workers alleging bodily injury resulting from exposure to toxins during the course of factory work and through drinking and use of contaminated water at factory-owned dormitories. Coverage litigation between the company and its primary and umbrella insurers has involved myriad issues, including, among others, trigger, the applicability of various policy exclusions, late notice, the known loss doctrine and the payment of self-insured retentions. Of particular significance are two rulings relating to allocation and the number of occurrences.

An Indiana trial court had ruled that under the "all sums" regime adopted in *Allstate Ins. Co. v. Dana*, 759 N.E.2d 1049 (Ind. 2001), each triggered policy could be deemed responsible for the entire amount of indemnity due, up to applicable policy limits. The Indiana Court of Appeals reversed, finding *Dana* inapposite to the specific policy language at issue. The court distinguished *Dana* on the grounds that the policy language at issue in *Dana* included the phrase "all sums" in reference to indemnity obligations. The policies at issue, however, contained the phrase "those sums" and also conditioned coverage on injury or damage that occurs "during the policy period." The court reasoned that this distinction was dispositive inasmuch as the language before it unambiguously required losses to be allocated on a pro rata basis among triggered policies. The court remanded and directed the trial court to use its discretion in selecting a pro rata apportionment method, noting that options included fact-driven allocation based on injuries, time on the risk, or a "years and limits" approach.

The court also addressed a number-of-occurrences dispute, ruling that the thousands of bodily injury claims constituted two occurrences arising from the two different contexts by which workers were exposed to toxins (at the factory while performing their work and at the dormitories where they lived). In reaching its two-occurrence decision, the court rejected the policyholder's argument that each individual claim constituted a separate occurrence due to differences in the timing and method of exposure and the different injuries caused by the exposure. The court explained that the two-occurrence finding was supported by a cause-oriented approach and was based on policy language defining an occurrence as "continuous or repeated exposure to substantially the same general harmful conditions."

Late Notice Alert:

Failure to Provide Notice "As Soon As Practicable" Bars Claims-Made Coverage, Says New Jersey Appellate Court

A New Jersey appellate court ruled that there is no coverage under a claims-made policy where a policyholder failed to provide notice of a complaint "as soon as practicable," even where the policyholder provided the notice within the policy period and where there was no showing of prejudice to the insurer. *Templo Fuente De Vida Corp. v. National Union Fire Ins. Co.*, 2014 WL 2533810 (N.J. App. Div. June 6, 2014).

National Union issued a one-year policy to First Independent that covered losses for claims made and reported during the policy period. The notice provision stated that "as a condition precedent to the obligations of the Insurer," the policyholder must "give written notice to the Insurer of any Claim made against an Insured as soon as practicable and either: (1) anytime during the Policy Period … or (2) within [thirty] days after the end of the Policy Period." The appellate court held that this provision imposed a two-fold notice requirement: that notice be provided during the policy period *and* that the notice be provided as soon as practicable. First Independent failed to meet the latter requirement by waiting approximately six months before giving National Union notice. The court also held that National Union was not required to establish prejudice in order to deny coverage based on late notice, relying on New Jersey Supreme Court precedent requiring a showing of prejudice to support a late notice defense under occurrence-based policies and not claims-made policies.

Arbitration Alert:

Non-Signatory to Reinsurance Contract Not Required to Participate in Arbitration, Says Illinois Court

An Illinois federal district court refused to compel a non-signatory to a reinsurance contract to join an ongoing arbitration between the contracting parties. *Transatlantic Reinsurance Co. v. National Indem. Co.*, 2014 WL 2862280 (N.D. Ill. June 24, 2014).

Continental and Transatlantic Reinsurance entered into an excess of loss reinsurance agreement that required all disputes between the parties to be resolved by arbitration. Continental later entered into two separate transactions with National Indemnity Company ("NICO"): (1) a Loss Portfolio Transfer ("LPT Agreement"), whereby Continental purchased reinsurance from NICO for asbestos and environmental risks; and (2) an Administrative Service Agreement ("ASA Agreement"), providing for the administration of reinsurance recoveries by Resolute, an affiliate of NICO. When a dispute between Continental and Transatlantic Reinsurance arose as to reinsurance recoveries, Continental initiated arbitration. Approximately a year after arbitration commenced, Transatlantic Reinsurance demanded that NICO join the arbitration, and when NICO refused, filed a petition seeking to compel NICO's participation.

In denying Transatlantic's petition to compel arbitration, the court first cited the general rule that

a party may not be compelled to arbitrate absent an agreement to do so. In certain circumstances, the court noted, a non-signatory to an arbitration agreement can be compelled to arbitrate under theories of assumption, agency, estoppel, veil piercing or incorporation by reference. The court concluded that none of these theories applied.

First, the court rejected Transatlantic Reinsurance's argument that the reinsurance agreement was sufficiently broad to bind NICO as a non-signatory. Although the arbitration clause governed "any dispute" arising out of the transaction, it also specified that the dispute must "arise between the COMPANY and the REINSURERS." Second, the court held that NICO did not expressly or implicitly assume the obligation to arbitrate by entering into separate reinsurance agreements with Continental. Third, the court concluded that the reinsurance agreement was not incorporated by reference into the LPT or ASA Agreements. In this context, the court emphasized that the mere reference to Continental's reinsurance agreements in the LPT and ASA Agreements (*i.e.*, language stating that NICO agreed to provide reinsurance collection services "in accordance with the contractual terms of the applicable Third Party Reinsurance Agreements") was insufficient to establish incorporation by reference. Rather, the court held that there must be an express or unambiguous intent to incorporate an arbitration clause into another agreement. Finally, the court held that NICO was not estopped from disclaiming arbitration because estoppel applies only where a non-signatory seeks a direct benefit from the contract containing the arbitration clause, and Transatlantic failed to establish that NICO had sought a direct benefit under the reinsurance contract between Transatlantic and Continental.

A New York federal district court similarly denied a petition to compel NICO to arbitrate in a related case. *Transatlantic Reinsurance Co. v. National Indemnity Co.*, No. 14 Civ. 2109 (S.D.N.Y. July 22, 2014).

Number of Occurrences Alert:

Eighth Circuit Rules That Two Deaths Arose From One Occurrence

Affirming a Missouri district court decision, the Eighth Circuit held that the near simultaneous drowning deaths of two people in the same pool arose from one occurrence for purposes of general liability coverage. *Fellowship of Christian Athletes v. AXIS Ins. Co.*, 2014 WL 3377796 (8th Cir. July 11, 2014).

The families of two decedents sued a camp for negligence and loss of consortium after two children drowned at a pool party. The camp, in turn, sued its general liability insurers seeking a determination as to whether the claims constituted one or two occurrences. The policy defined an "occurrence" as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions." The district court granted Axis's summary judgment motion, finding that the drownings were caused by one occurrence. The Eighth Circuit affirmed.

The Eighth Circuit, interpreting Missouri law, applied a cause-oriented approach, focusing on whether a single act "is considered the accident from which all claims flow." The court reasoned that the camp's alleged negligence in allowing the boys—both of whom were known to be non-swimmers—to swim and in training the supervising counselors was one such single act. The court declined to adopt a "time and space test" which would require the accidents to occur "simultaneously or almost simultaneously," noting that Missouri law has not endorsed such an approach. The court also refused to find two occurrences based on the fact that each victim was supervised by a different counselor, explaining that the cause test focuses on the conduct of the insured camp. In any event, the court noted that the record established that the two victims were in the pool during the same one-hour period and were discovered at the same time.

Property Insurance Alert:

Sixth Circuit Rules That the Term "Obsolescence" in "Actual Cash Value" Provision Does Not Include Decrease in Market Value

The Sixth Circuit affirmed a district court summary judgment order, holding that "economic obsolescence," as measured by a property's decreased market value, should not be considered when calculating the Actual Cash Value ("ACV") of property damage under a fire loss policy. *Whitehouse Condo. Grp., LLC v. Cincinnati Ins. Co.*, 2014 WL 2743480 (6th Cir. June 17, 2014).

Cincinnati Insurance's fire loss policy covered the destruction of a condominium building owned by Whitehouse. The parties disputed the amount of coverage due. The policy required Cincinnati Insurance to pay the ACV of the building at the time of loss. ACV is defined as the "replacement cost less a deduction that reflects depreciation, age, condition and obsolescence." Cincinnati Insurance argued that the undefined term "obsolescence" includes consideration of "economic obsolescence," which refers to a decrease in market value prior to the loss. Whitehouse argued that the term refers only to "functional obsolescence," from a

loss in value due to something inherent in the building itself, like outdated technology or building materials. A Michigan district court agreed with Whitehouse and granted summary judgment. The Sixth Circuit affirmed.

The Sixth Circuit held that the term obsolescence, as "commonly understood," does not include a decline in market value. The court explained that "economic obsolescence" is a specialized term of art, and that under Michigan law, contract terms should be afforded their commonly-used meaning rather than specialized definitions. The court stated that "an insured would be unlikely to think she was paying for insurance that accounted for a reduction in market value where the insurance contract did not specifically list it."

Discovery Alerts:

New York Commercial Division Adopts Rule to Reduce Privilege Log Expenses

Last month, New York's Chief Administrative Judge adopted new Rule 11-b of the Rules of Practice for the Commercial Division, with a goal of reducing the expense and litigation associated with the creation of privilege logs. The rule establishes a preference for parties to use "categorical designations," where appropriate, in lieu of traditional document-based logs, which have become costly and time-consuming in many complex litigation matters. Parties are directed to meet and confer at the outset of litigation to discuss the scope of privilege review and the use of proposed privilege categories. Although the rule allows litigants to demand a document-by-document log, cost-shifting penalties may be imposed against a party making such request. The rule also requires the identification of a "Responsible Attorney" with supervisory responsibility over the privilege review process.

Although the rule will not likely eliminate the need for document-specific privilege logs, it is expected to lessen the burden associated with privilege log production by reducing the categories of documents for which such specificity is required. The rule co-exists with, rather than replaces, New York CPLR 3122 (governing the exchange of privilege logs), and becomes effective September 2, 2014.

D.C. Court of Appeals Clarifies Scope of Attorney-Client Privilege With Respect to Internal Investigation Documents

The Court of Appeals for the District of Columbia ruled that a company's internal investigation documents are protected by attorney-client privilege so long as "obtaining or providing legal advice was one the of the significant purposes of the internal investigation … even if there were also other purposes for the investigation and even if the investigation was mandated by regulation." *In re Kellogg Brown & Root, Inc.*, 2014 WL 2895939 (D.C. Cir. June 27, 2014).

The Court of Appeals reasoned that the privileged status of internal investigation documents is governed by *Upjohn Co. v. United States*, 449 U.S. 383 (1981), which held that attorney-client privilege applies to

communications between a company's employees and its counsel. The court explained that *Upjohn* was controlling, notwithstanding that the investigation at issue was conducted without input from outside counsel by non-attorneys acting at the direction of the in-house legal department. The court rejected the notion that privilege does not attach where the internal investigation is undertaken to comply with administrative or other mandated regulations rather than traditional litigation. The court similarly dismissed the argument that privilege does not apply where interviewed employees were not expressly informed that the purpose of the interview was to assist the company in obtaining legal advice.

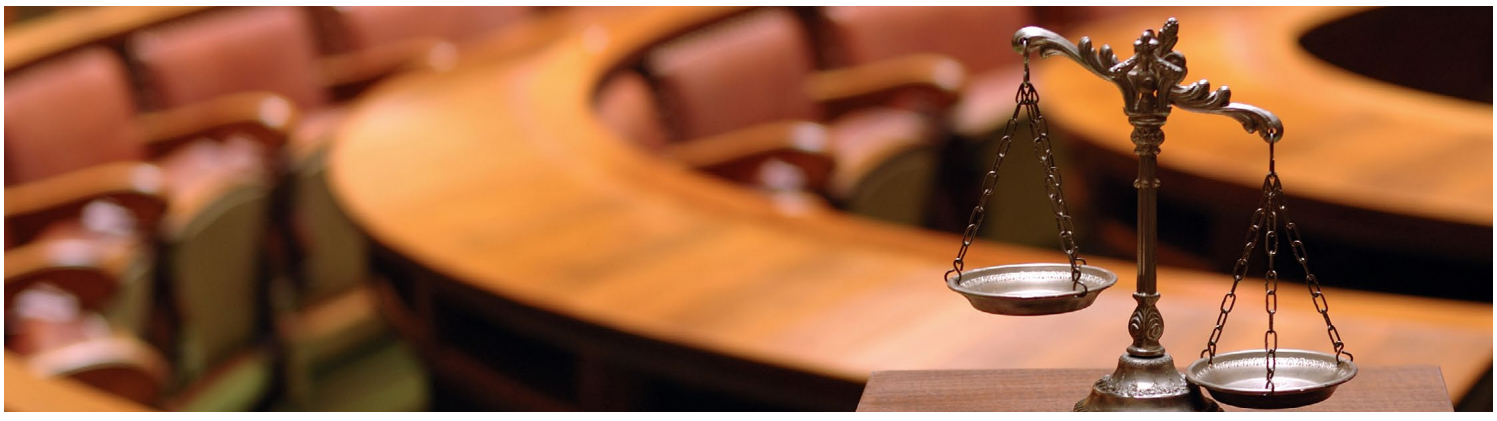
The ruling is significant in several respects. First, it explicitly rejects a stringent "but for" test, under which communications are deemed privileged only if their sole purpose is to obtain or provide legal advice. Rather, the ruling makes clear that so long as one of the significant purposes of the investigation is to obtain or provide legal advice, the privilege applies. Second, the ruling illustrates that the participation of non-attorneys in internal investigation communications does not eliminate privilege protection. Rather, under *Kellogg*, the critical issue is whether non-attorneys are acting as agents for, or at the direction of counsel in connection with the provision of legal advice to the company.

Florida Appellate Court Rules That Claim Files Do Not Lose Qualified Work-Product Protection at Termination of Claim

A Florida appellate court ruled that a trial court erred in concluding that an insurer's claim file lost qualified work-product protection when the claim was closed with no litigation having materialized. *State*

Farm Florida Ins. Co. v. Marascuillo, 2014 WL 2968831 (Fla. Ct. App. July 3, 2014).

State Farm issued payment to homeowners in 2004 in connection with a sinkhole claim. In 2010, the homeowners reported another sinkhole claim to State Farm, which the insurer denied based on an expert inspection which concluded that the damage was



caused by improper remediation of the 2004 sinkhole rather than new sinkhole activity. The homeowners sued State Farm, and during the course of discovery sought the production of documents pertaining to the 2004 claim file. State Farm moved for a protective order. The trial court denied the motion as to the 2004 claim file on the grounds that the 2004 claim had been resolved. State Farm appealed.

The appellate court held that under Florida law, the work-product doctrine protects documents created in anticipation of litigation from disclosure, and continues to apply even after litigation terminates or where it never materializes. The court concluded that the homeowners may be entitled to the protected claim file documents only upon a showing of good cause or exceptional circumstances.

Minnesota Court Addresses Discoverability of Reinsurance Communications and Loss Reserve Information

A Minnesota federal district court affirmed a magistrate judge's order compelling the production of reinsurance communications and loss reserve information. *National Union Fire Ins. Co. v. Donaldson Co., Inc.*, 2014 WL 2865900 (D. Minn. June 24, 2014). National Fire and American Home initiated suit against their policyholder, Donaldson, to recover certain amounts paid to settle underlying claims arising out of alleged manufacturing defects. Donaldson counterclaimed for breach of the covenant of good faith and fair dealing. Donaldson sought discovery of underwriting files, reserves and reinsurance information. When the insurers objected, Donaldson moved to compel.

A federal magistrate judge granted the motion, finding that the material was relevant to the insurer's "formulation of their position on coverage." In particular, the magistrate judge found that underwriting communications were relevant to the insurer's position as to the applicability of specific policy language. The magistrate judge also deemed loss reserve information relevant, explaining that such information might relate to the reasonableness of the insurer's settlement offers. As discussed in our May and June 2014 Alerts, other courts have refused to compel the production of loss reserves or have ruled that the discoverability of reserve information turns on whether the loss reserve calculations were claim-specific or generated automatically. Here, however, the district court affirmed the magistrate judge's order on reserves primarily based on what it deemed "abundant precedent supporting discovery of reserve information in cases involving allegations of bad faith."

Finally, the court affirmed the magistrate judge's order compelling the production of reinsurance communications as relevant to the policyholder's bad faith counterclaim. Noting that discovery rulings in the reinsurance context are split and applying a deferential standard of review to the magistrate judge's discovery order, the district court concluded that the magistrate judge's finding that reinsurance communications were relevant to the insurer's knowledge and claims handling was not "contrary to law or clearly erroneous." As discussed in our April and May 2014 Alerts, other courts have refused to compel the production of reinsurance communications.

Simpson Thacher has been an international leader in the practice of insurance and reinsurance law for more than a quarter of a century. Our insurance litigation team practices worldwide.

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