Simpson Thacher

Insurance Law Alert

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Ohio Court Rules That Contaminated Baby Food Is Not Covered Property Damage

An Ohio court ruled that an insurer has no duty to defend or indemnify claims arising out of the accidental contamination of egg-free baby food with eggs, finding that such claims did not allege covered property damage. *Scottsdale Ins. Co. v. Spring Hill Jersey Cheese, Inc.*, No. 17 CV H 03 0209 (Ohio Ct. Com. Pl. Jan. 23, 2019). (Click here for full article)

Policyholder Not Entitled To Coverage For Trademark Infringement, Says Idaho Supreme Court

The Idaho Supreme Court ruled that an insurer is not obligated to defend a trademark infringement suit, rejecting assertions that a "prior publication" exclusion was ambiguous or inapplicable. *Scout, LLC v. Truck Ins. Exchange*, 2019 WL 347471 (Idaho Jan. 29, 2019). (Click here for full article)

California Court Refuses To Enforce Wrap-Up Exclusion Where Coverage Isn't Duplicative

A California federal district court declined to enforce a wrap-up exclusion in a subcontractor's liability policy, reasoning that the purpose of the exclusion—to avoid duplicative coverage—was not a concern because the subcontractor was not covered by the general contractor's wrap up policy. *Employers Mutual Casualty Co. v. Fast Wrap Reno One, LLC*, 2019 WL 480542 (N.D. Cal. Feb. 7, 2019). (Click here for full article)

Ninth Circuit Certifies Right To Privacy Coverage Question To California Supreme Court

The Ninth Circuit asked the California Supreme Court to address whether a general liability insurer must defend right to privacy claims arising out of unsolicited text message advertisements sent in violation of the Telephone Consumer Protection Act. *Yahoo! Inc. v. Nat'l Union Fire Ins. Co.*, 2019 WL 209713 (9th Cir. Jan. 16, 2019). (Click here for full article)

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Georgia Court Rules That Insurer Is Estopped From Denying Coverage Based On Delayed Reservation

A Georgia federal district court ruled that an insurer was estopped from denying coverage as to certain insureds based on a delay in reserving rights. *Auto-Owners Ins. Co. v. Cribb*, 2019 WL 451555 (N.D. Ga. Feb. 5, 2019). (Click here for full article)

Rhode Island Supreme Court Rules That Insurer Does Not Owe Good Faith Settlement Duty To Third-Party Claimants

The Rhode Island Supreme Court ruled that an insurer's duty to act in good faith with respect to settlement is owed to its policyholder, and absent assignment, does not extend to third-party claimants. *Summit Ins. Co. v. Stricklett*, 2019 WL 190358 (R.I. Jan. 15, 2019). (Click here for full article)

Mississippi Supreme Court Dismisses Insurer's Equitable Subrogation Claim, Deeming Settlement Payment "Voluntary"

Answering a question certified by the Fifth Circuit, the Mississippi Supreme Court ruled that an insurer was barred from seeking indemnity for a settlement because it was a "voluntary payment." *Colony Ins. Co. v. First Specialty Ins. Co.*, 2019 WL 396894 (Miss. Jan. 31, 2019). (Click here for full article)

Montana Supreme Court Rules That Dismissal Of Underlying Suit Is Proper Remedy For Collusive Settlement

The Montana Supreme Court ruled that a settlement in a defective construction suit was the product of collusion between the landowner and contractor and that the proper remedy was dismissal of the underlying suit and consent judgment. *Abbey/Land, LLC v. Glacier Construction Partners, LLC*, 2019 WL 350088 (Mont. Jan. 29, 2019). (Click here for full article)

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A Florida federal district court ruled that an insurer is not required to demonstrate that it reasonably anticipated litigation in order to assert attorney-client privilege. *Ranger Construction Indus. v. Allied World Nat'l Assurance Co.*, 2019 WL 436555 (S.D. Fla. Feb. 4, 2019). (Click here for full article)

Florida Appellate Court Rules That Insurer Lacks Standing To Bring Malpractice Suit Against Law Firm Retained To Represent Insured

A Florida appellate court dismissed an insurer's malpractice suit against counsel it hired to represent the insured, finding that the insurer lacked standing to assert such claims. *Arch Ins. Co. v. Kubicki Draper, LLP*, 2019 WL 318466 (Fla. Ct. App. Jan. 23, 2019). (Click here for full article)

STB News Alert

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Coverage Alerts:

Ohio Court Rules That Insurer Owes No Coverage To Opiate Distributor In National Opiate Prescription Litigation

An Ohio court ruled that an insurer has no duty to defend or indemnify an opiate distributor in suits filed by government agencies, because, among other things, such suits did not seek damages "because of" or "for" "bodily injury." *Acuity v. Masters Pharmaceutical, Inc.*, No. A 1701985 (Ohio Ct. Com. Pl. Feb. 1, 2019).

Acuity sought a declaration that it owed no defense or indemnity to Masters Pharmaceutical in national prescription opiate suits filed by government entities. The underlying suits allege that opiate manufacturers and distributors failed to monitor and report suspicious opiate orders, which contributed to an epidemic that caused financial harm to the government entities. More specifically, the government entities allege that they incurred increased expenses relating to law enforcement, judicial resources and medical costs, among other things.

The court granted the insurer's summary judgment motion, ruling that the damages sought in the underlying litigation were not "damages because of or for a 'bodily injury.'" The court emphasized that the underlying suits expressly stated that the plaintiffs were not seeking damages "derivative of harm visited upon third party persons or entities" or for "citizens' bodily injury." Further, the court noted that government entities would not have standing to seek damages on behalf of citizens who sustained bodily injury due to opiate addiction.

The court emphasized the distinction between litigation brought by a government entity "solely for its own economic loss" as compared to litigation brought by individuals harmed "directly by the prescription drugs." Thus, the court explained, even when medical monitoring claims or taxpayer damages are alleged, those costs are economic burdens borne by the government, not damages caused by individual bodily injury.

Finally, the court held that there was no coverage because the policy excluded claims for bodily injury that was previously known to Masters, even if such injury continued during the policy period. According to the underlying suits, Masters filled suspicious orders and knew of the opiate addiction crisis prior to obtaining insurance from Acuity.

Ohio Court Rules That Contaminated Baby Food Is Not Covered Property Damage

An Ohio court ruled that an insurer has no duty to defend or indemnify claims arising out of the accidental contamination of egg-free baby food with eggs, finding that such claims did not allege covered property damage. *Scottsdale Ins. Co. v. Spring Hill Jersey Cheese, Inc.*, No. 17 CV H 03 0209 (Ohio Ct. Com. Pl. Jan. 23, 2019).

Nature's One, a baby food manufacturer, ordered egg-free dry milk from Spring Hill to use in its egg-free baby formula products. In 2015, Spring Hill inadvertently delivered dry milk that was not egg-free. The error was not discovered until after the nonconforming dry milk was mixed with other ingredients. Because the ingredients were impossible to separate, Nature's One was unable to sell the formula. In ensuing litigation between Nature's One and Spring Hill, Scottsdale provided a defense to Spring Hill but reserved its right to deny coverage. Thereafter, Scottsdale sought a declaration that it had no duty to defend or indemnify Spring Hill.

The court granted Scottsdale's summary judgment motion, ruling that Nature's One did not suffer "property damage" under the policy. The court held that under both Ohio and California law, the mere presence of a defective ingredient or component (without resultant harm or damage to other property) does not constitute "physical injury to

tangible property." The court also held that Nature's One did not experience a "loss of use" of property. The court reasoned that Nature's One suffered a "loss of value" rather than a "loss of use."

Finally, the court held that Scottsdale was not estopped from denying coverage based on its defense of Spring Hill for approximately seventeen months prior to reserving its rights. The court explained that estoppel requires a showing of prejudice and that allegations of prejudice based on the possibility of settlement prior to the reservation of rights were "completely speculative."

Policyholder Not Entitled To Coverage For Trademark Infringement, Says Idaho Supreme Court

The Idaho Supreme Court ruled that an insurer is not obligated to defend a trademark infringement suit, rejecting assertions that a "prior publication" exclusion was ambiguous or inapplicable. *Scout, LLC v. Truck Ins. Exchange*, 2019 WL 347471 (Idaho Jan. 29, 2019).

Gone Rogue Pub was sued for trademark infringement based on its use of the logo "ROGUE." Truck Insurance refused to defend on the basis of a prior publication exclusion, which barred coverage for advertising injuries "[a]rising out of oral or written publication of material whose first publication took place before the beginning of the policy period." In support of its denial, Truck Insurance relied on the fact that the underlying complaint alleged that Gone Rogue Pub published its ROGUE logo on Facebook approximately one month before the policy commenced. An Idaho trial court agreed and granted the insurer's summary judgment motion.

The Idaho Supreme Court affirmed, rejecting three arguments asserted by the policyholder on appeal. First, the policyholder argued that Truck Insurance could not deny coverage based solely on the allegations in the complaint and was obligated to consider extrinsic facts known to it. Gone Rogue Pub claimed that Truck Insurance was obligated to defend because it knew that Gone Rogue Pub did not open for business until after the coverage period began, notwithstanding the complaint's allegation of trademark infringement prior to the coverage period. The court rejected this assertion, holding that Idaho law does not require an insurer to look beyond the four corners of the complaint in denying a defense.

Second, the court rejected the contention that the prior publication exclusion was ambiguous. Gone Rogue Pub claimed ambiguity based on a split in legal authority as to whether a prior publication must be independently "injurious" and actionable in its own right, or whether the exclusion applies so long as the prior publication involves material sufficiently similar to later publications. The court deemed the exclusion unambiguous, finding that "the relevant question for the exclusion . . . is not when the claim first became actionable, but when the material giving rise to the claims was first published."

Finally, the court dismissed the assertion that the exclusion did not apply because advertisements published after policy inception constituted "fresh wrongs" that triggered coverage. The policyholder argued that certain allegations in the complaint, such as cybersquatting under the Lanham Act and infringement for retail merchandise, separate and apart from restaurant advertising, constituted "distinct, fresh wrongs" that were not excluded by the prior publication provision. The court disagreed, emphasizing that all alleged trademark infringements arose from a common theme and that no allegations of "new content" constituted fresh wrongs. As the court noted, the Third Circuit rejected a similar "fresh wrongs" argument in *Hanover Ins. Co. v. Urban Outfitters, Inc.*, 806 F.3d 761 (3d Cir. 2015) (discussed in our November 2015 Alert).

California Court Refuses To Enforce Wrap-Up Exclusion Where Coverage Isn't Duplicative

A California federal district court declined to enforce a wrap-up exclusion in a subcontractor's liability policy, reasoning that the purpose of the exclusion—to avoid duplicative coverage—was not a concern because the subcontractor was not covered by the general contractor's wrap up policy. *Employers Mutual Casualty Co. v. Fast Wrap Reno One, LLC*, 2019 WL 480542 (N.D. Cal. Feb. 7, 2019).

The coverage action arose out of a construction project that resulted in water-related damage to a building. The general contractor sued the subcontractor, alleging breach of contract and negligence, among other claims. Employers, the subcontractor's insurer, sought a declaration that it had no duty to defend the suit. Employers relied on a wrap-up exclusion that provided that "[t]his insurance does not apply to 'bodily injury' or 'property damage' arising out of either your ongoing operations or operations included with the 'product-completed operations hazard' . . . as a consolidated (wrap-up) insurance program has been provided by the prime contractor."

The court denied Employers' summary judgment motion, deeming the exclusion inapplicable. The court explained that although the general contractor had, in fact, secured wrap-up coverage from a separate insurer, the subcontractor was "not enrolled in the wrap-up policy and its work was not included in its coverage." The court therefore held that "the terms of the [ ] exclusion, intended to avoid duplicative coverage, do not apply in this circumstance."

Ninth Circuit Certifies Right To Privacy Coverage Question To California Supreme Court

Previous Alerts have discussed conflicting decisions as to whether fax blasting claims brought under the Telephone Consumer Protection Act ("TCPA") are covered under a general liability policy. *See* March 2010 Alert, September 2013 Alert, September 2017 Alert. These cases address whether personal and advertising injury coverage applies only to claims involving the right to secrecy (*i.e.*, the right to keep personal information private), or also to claims involving the right to seclusion (*i.e.*, the right to be free from unwanted intrusions). Last month, the Ninth Circuit asked the California Supreme Court for guidance on this issue. *Yahoo! Inc. v. Nat'l Union Fire Ins. Co.*, 2019 WL 209713 (9th Cir. Jan. 16, 2019).

The coverage dispute arose out of five class action suits filed against Yahoo, alleging that the company violated the TCPA by transmitting unsolicited text message advertisements to putative class members. National Union refused to defend the suits, arguing that coverage for claims arising out of "publication . . . of material that violates a person's right of privacy" does not include TCPA claims, which implicate only the right to seclusion. A California district court agreed and granted National Union's motion to dismiss.

On appeal, the Ninth Circuit noted the unsettled state of California law on this issue and certified the following question to the California Supreme Court:

> Does a commercial liability policy that covers "personal injury," defined as "injury . . . arising out of . . . [o]ral or written publication . . . of material that violates a person's right to privacy," trigger the insurer's duty to defend the insured against a claim that the insured violated the Telephone Consumer Protection Act by sending unsolicited text message advertisements that did not reveal any private information?

We will keep you posted on any developments in this matter.

Reservation Of Rights Alert:

Georgia Court Rules That Insurer Is Estopped From Denying Coverage Based On Delayed Reservation

A Georgia federal district court ruled that an insurer was estopped from denying coverage as to certain insureds based on a delay in reserving rights. *Auto-Owners Ins. Co. v. Cribb*, 2019 WL 451555 (N.D. Ga. Feb. 5, 2019).

The coverage dispute arose out of a construction site accident that occurred in May 2015. In April 2017, the injured worker sued construction company BR Mountain Homes. BR Mountain Homes promptly notified its general liability insurer, Auto-Owners, of the suit. Auto-Owners issued a reservation of rights ("ROR") addressed to BR Mountain Homes "to the Attention of Mr. Brian Thurman," and retained counsel to defend the underlying suit. Thereafter, in late April 2017, the injured worker amended the underlying complaint to add Thurman and Davis, an officer and employee of BR Mountain Homes. Three months later, Auto-Owners issued ROR letters to Thurman and Davis.

The court held that Auto-Owners was estopped from denying coverage as to Thurman and Davis based on the three-month delay in issuing RORs to those individuals. The court explained that the first letter was insufficient to reserve rights as to Thurman and Davis because at the time it was sent, they had not been named as defendants. Further, the court noted that the policy's rights and obligations applied separately to each insured pursuant to a "separation of insureds" provision.

Addressing a separate issue, the court ruled that an issue of fact existed as to whether BR Mountain Homes had breached the policy's notice requirement. The policy required notice "as soon as practicable of an 'occurrence' or an offense which may result in a claim." It further stated that the insurer could not be sued "unless all of [the policy] terms have been fully complied with." Although BR Mountain Homes notified Auto-Owners promptly after the underlying suit was filed in 2017, it did not notify Auto-Owners about the accident at any point during the previous two-year period. The court acknowledged that notice was a condition precedent to coverage, but concluded that timeliness is a question for the factfinder. More specifically, the court held that a jury must determine "whether this delay was objectively reasonable, and if not, whether appropriate justifications exist for BR Mountain Homes' failure to provide notice to Auto-Owners in a timely fashion."

Settlement Alerts:

Rhode Island Supreme Court Rules That Insurer Does Not Owe Good Faith Settlement Duty To Third-Party Claimants

The Rhode Island Supreme Court ruled that an insurer's duty to act in good faith with respect to settlement is owed to its policyholder, and absent assignment, does not extend to third-party claimants. *Summit Ins. Co. v. Stricklett*, 2019 WL 190358 (R.I. Jan. 15, 2019).

Stricklett's automobile struck and injured Alves. At the time of the accident, Stricklett was insured by Summit. Summit investigated the claim and determined that Stricklett was not at fault, and therefore notified Alves that it would make no settlement offers. Nearly eight years later, Alves hired new counsel, reinitiated contact with Summit and made a settlement demand of $300,000. Summit offered its policy limits of $25,000, which Alves rejected.

Summit sued Stricklett and Alves, seeking a declaration that it had no obligation to pay any amount above policy limits. Alves counterclaimed, arguing that Rhode Island precedent established "'a duty of good faith and fair dealing' on the part of an insurer 'that runs to both . . . the first party claimant insured and also to third party claimants.'" The trial court ruled in Summit's favor, finding that Summit owed no duty to Alves because he was not an insured or assignee of the rights of an insured. However, the trial court also stated that "Summit does owe a duty to the Alves[es] to act in a reasonable manner and in good faith in settling the claim against Mr. Stricklett." The trial court concluded that Summit fulfilled this duty.

The Rhode Island Supreme Court affirmed but expressly clarified the "somewhat contradictory holding" of the trial court. The Rhode Island Supreme Court explained that an insurer owes fiduciary obligations only to an insured party or a party to whom insurance rights have been assigned. Rejecting as erroneous the trial court's statement relating to Summit's duty to Alves, the Rhode Island Supreme Court stated: "We believe that this kind of duty on the part of the insurance company to third parties would expand an insurance company's potential liability . . . too far and essentially announce a new, judicially-created cause of action."

Mississippi Supreme Court Dismisses Insurer's Equitable Subrogation Claim, Deeming Settlement Payment "Voluntary"

Answering a question certified by the Fifth Circuit, the Mississippi Supreme Court ruled that an insurer was barred from seeking indemnity for a settlement because it was a "voluntary payment." *Colony Ins. Co. v. First Specialty Ins. Co.*, 2019 WL 396894 (Miss. Jan. 31, 2019).

An accident at a site owned by Omega resulted in the death of an employee of Accu-Fab & Construction. In an ensuing wrongful death suit, Omega sought coverage from Colony Insurance, Accu-Fab's insurer. Colony defended Omega under a reservation of rights, but maintained that it was not an additional insured and that even if Omega was an additional insured, coverage was barred by an exclusion. Colony filed a declaratory judgment action seeking a ruling that Omega was not covered under its policy. Thereafter, but prior to a ruling in the declaratory judgment action, Colony settled the underlying action for $1 million, the policy limit. Colony then sued First Specialty, one of Omega's insurers, asserting equitable subrogation and implied indemnity claims.

A district court dismissed Colony's claims, finding that Mississippi's voluntary payment doctrine precluded recovery. The doctrine holds that a payment is not voluntary if it was "paid under compulsion" and the payor "was legally liable" to the payee. Colony appealed and the Fifth Circuit certified the following questions to the Mississippi Supreme Court:

> 1) Does an insurer act under "compulsion" if it takes the legal position that an entity purporting to be its insured is not covered by its policy, but nonetheless pays a settlement demand in good faith to avoid potentially greater liability that could arise from a future coverage determination?
>
> 2) Does an insurer satisfy the "legal duty" standard if it makes a settlement payment on behalf of a purported insured whose defense it has assumed in good faith, but whose coverage under the policy has not been definitively resolved, even if the insurer maintains that the purported insured is not actually insured under the policy?

The Mississippi Supreme Court answered the first question in the negative. The court rejected Colony's assertion that it paid under compulsion because it faced potentially greater liability if a settlement was not reached. The court explained that "a threat to sue is not considered compulsion." The court further reasoned that in light of Colony's consistent position that Omega was not entitled to coverage under its policy, the mere possibility of liability did not amount to compulsion. Finally, the court noted that Colony was not under an immediate or urgent necessity to make the settlement payment and could have awaited a coverage ruling in the pending declaratory judgment action.

Because the first question was dispositive of the matter, the court declined to answer the second certified question.

Montana Supreme Court Rules That Dismissal Of Underlying Suit Is Proper Remedy For Collusive Settlement

The Montana Supreme Court ruled that a settlement in a defective construction suit was the product of collusion between the landowner and contractor and that the proper remedy was dismissal of the underlying suit and consent judgment. *Abbey/Land, LLC v. Glacier Construction Partners, LLC*, 2019 WL 350088 (Mont. Jan. 29, 2019).

Abbey/Land, a real estate developer, contracted with Glacier for the construction of a luxury home. Both were owned by the same entity and Glacier's only project was the construction of the home for Abbey/Land. When construction problems arose, several lawsuits were filed, including a suit by Abbey/Land against Glacier. That suit resulted in a settlement in which Glacier agreed to a confession of judgment for $12 million. James River, Glacier's insurer, moved to intervene without success. On appeal, the Montana Supreme Court ruled that James River should have been allowed to intervene to challenge the reasonableness of the confessed judgment. On remand, a trial court ruled that the judgment was the product of collusion. The trial court declined to dismiss the case and instead reduced the settlement to approximately $2.4 million. The trial court also awarded James River attorneys' fees under its "inherent powers."

On appeal for the second time, the Montana Supreme Court affirmed the lower court's finding of collusion. The court held that the record contained numerous facts demonstrating collusion, including Glacier's agreement to expose itself to consequential damages and the parties' instructions that opposing counsel operate "as a team on a unified strategy." However, the court reversed the reduction of the judgment, holding that the lower court abused its discretion by failing to dismiss the suit entirely. The Montana Supreme Court reasoned that the lower court "faced evidence of collusion so egregious that dismissal of Abbey/Land's claims against Glacier was the only appropriate remedy."

Finally, the Montana Supreme Court ruled that an award of attorneys' fees was proper, but not based on the lower court's "inherent powers." The Montana Supreme Court explained that the narrow exceptions to the "American Rule" prohibiting fee shifting do not extend to the present case and are typically limited to cases brought by insureds. However, the court held that James River was entitled to fees based on the governing declaratory judgment act statute, which allows a court to award "further relief . . . whenever necessary or proper."

Privilege Alert:

Florida Court Clarifies That Insurer Need Not Demonstrate Anticipated Litigation In Order To Assert Attorney-Client Privilege

A Florida federal district court ruled that an insurer is not required to demonstrate that it reasonably anticipated litigation in order to assert attorney-client privilege. *Ranger Construction Indus. v. Allied World Nat'l Assurance Co.*, 2019 WL 436555 (S.D. Fla. Feb. 4, 2019).

In this coverage action, the inadvertent production of several documents led to a dispute as to whether an insurer is entitled to maintain attorney-client privilege over documents if, at the time the attorney was retained or rendered legal advice, the insurer did not reasonably anticipate litigation. The court rejected and clarified a "handful of Florida appellate cases and Southern District of Florida cases" that "have seemingly suggested or ruled that the attorney-client privilege only attaches in the insurance company context when the legal advice was obtained or rendered in anticipation of litigation." The court explained that attorney-client privilege is governed by Florida statutory law, which requires communications to be "made in the rendition

of legal services" without any "anticipated litigation" requirement. *See* Fla. Stat. § 90.502(2) (2018).

Notably, the court expressly agreed with the body of case law that requires "heightened scrutiny" when a corporation (*e.g.*, an insurance company) asserts attorney-client privilege. This heightened scrutiny requires courts to evaluate whether (1) the communication would have been made but for the contemplation of legal services and (2) the content of the communication relates to legal services, as opposed to business or non-legal activities. However, the court "flatly rejected" the assertion that this heightened inquiry includes an anticipated litigation requirement.

Standing Alert:

Florida Appellate Court Rules That Insurer Lacks Standing To Bring Malpractice Suit Against Law Firm Retained To Represent Insured

A Florida Appellate court dismissed an insurer's malpractice suit against counsel it hired to represent the insured, finding that the insurer lacked standing to assert such claims. *Arch Ins. Co. v. Kubicki Draper, LLP*, 2019 WL 318466 (Fla. Ct. App. Jan. 23, 2019).

An insurer hired a law firm to defend its insured in an underlying action. After the suit settled for policy limits, the insurer sued the law firm for professional negligence, claiming that the law firm's delay in asserting a statute of limitations defense resulted in a larger settlement than should have been necessary.

A Florida trial court granted the law firm's summary judgment motion, finding that the insurer lacked standing to sue the law firm and that there was no privity between the insurer and law firm. The trial court acknowledged that federal district courts in Florida have recognized an insurer's right to bring a malpractice claim against an attorney retained to represent its insured, but deemed those decisions non-binding, unpersuasive and distinguishable.

The appellate court affirmed. The court rejected the insurer's public policy argument that precluding an insurer from bringing a malpractice action could shield law firms from malpractice liability. The court stated: "[W]here nothing indicates that the law firm was in privity with the insurer, or that the insurer was an intended third-party beneficiary of the relationship between the law firm and the insured, we are unwilling to expand the field of privity exceptions to apply to this case."

STB News Alert:

Mary Beth Forshaw and Elisa Alcabes served as contributing editors of the recently-published 2019 edition of "Getting the Deal Through: Insurance Litigation." Mary Beth and Elisa co-authored the publication's chapter addressing United States insurance law. The publication provides expert advice and insight into contentious insurance issues in jurisdictions worldwide. To read the publication, please click here.

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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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