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Insurance Law Alert

May 2018

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A Colorado appellate court ruled that an excess insurer must plead and prove that a primary insurer acted in bad faith in refusing to accept a settlement in order to seek reimbursement of a settlement payment. *Preferred Professional Ins. Co. v. The Doctors Company*, 2018 WL 1633269 (Colo. Ct. App. Apr. 5, 2018). (Click here for full article)

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A California appellate court ruled that claims arising out of a train collision, deemed to have been caused in part by the train operator's cell phone use, were not barred by the policies' expected or intended exclusions. *Certain Underwriters at Lloyd's v. Connex R.R. LLC*, 2018 WL 1871278 (Cal. Ct. App. Apr. 19, 2018). (Click here for full article)

Wisconsin Supreme Court Says No Coverage For Negligent Supervision Claim Arising Solely Out Of Employee's Intentional And Unlawful Act

The Wisconsin Supreme Court ruled that a liability policy does not cover negligent supervision claims that are based solely on an employee's intentional and unlawful act. *Talley v. Mustafa*, 911 N.W.2d 55 (Wisc. 2018). (Click here for full article)

Courts Issue Conflicting Decisions Regarding Application Of Assault And Battery Exclusion

A Kentucky court ruled that an assault and battery exclusion relieved a liability insurer from the duty to defend or indemnify its policyholder against personal injury lawsuits, whereas a Florida court deemed an assault and battery exclusion inapplicable. *United Specialty Ins. Co. v. Cole's Place, Inc.*, 2018 WL 1914731 (W.D. Ky. Apr. 23, 2018); *Scottsdale Ins. Co. v. Klub Kutter's Bar & Lounge, LLC*, 2018 WL 1933702 (S.D. Fla. Apr. 24, 2018). (Click here for full article)

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Federal Court Certifies Question Regarding Scope Of "Collapse" To Connecticut Supreme Court

Noting the wide-ranging coverage implications for homeowners whose homes were constructed with defective concrete, a Connecticut federal district court certified to the Connecticut Supreme Court a question regarding interpretation of "collapse" as used in a homeowner's policy. *Karas v. Liberty Ins. Corp.*, 2018 WL 2002480 (D. Conn. Apr. 30, 2018). (Click here for full article)

Texas Supreme Court Rules That Dispute With Non-Signatory Was Not Subject To Arbitration

The Texas Supreme Court ruled that a policyholder was not obligated to arbitrate her dispute with an insurance agent, finding that an arbitration agreement between the policyholder and insurer did not encompass the policyholder's claims against the agent, a non-signatory to the agreement. *Jody James Farms, JV v. The Altman Group*, 2018 WL 2168306 (Tex. May 11, 2018). (Click here for full article)

Second Circuit Seeks Connecticut Supreme Court Guidance On Tolling Of Statute Of Limitations

The Second Circuit asked the Connecticut Supreme Court to address whether a party's continuing course of conduct tolled the applicable three-year statute of limitations for negligence claims involving adjusters. *Evanston Insurance Co. v. William Kramer & Assocs., LLC*, 2018 WL 2142171 (2d Cir. May 10, 2018). (Click here for full article)

New York Department Of Financial Services Offers Guidance On Cybersecurity Regulations

The Department of Financial Services recently published FAQs that provide guidance as to the scope and application of cybersecurity regulations that were enacted last year. (Click here for full article)

Cyber Coverage Alert:

Eleventh Circuit Rules That Computer Fraud Provision Does Not Apply To Fraudulent Debit Card Transactions

The Eleventh Circuit ruled that a computer fraud policy does not cover losses caused by fraudulent debit card transactions because the losses did not "result directly" from computer fraud. *Interactive Communications International, Inc. v. Great Am. Ins. Co.*, 2018 WL 2149769 (11th Cir. May 10, 2018).

Interactive Communications International ("InComm") provides a service that allows the loading of funds onto prepaid debit cards issued by banks. Cardholders can purchase "chits" from retailers to add prepaid funds onto the cards. InComm processes telephonic requests by using an interactive voice response system. A vulnerability in InComm's computer processing center allowed fraudsters to add credit to their debit cards in multiples of the amount actually purchased. Before InComm discovered this flaw, InComm transmitted more than $11 million to various debit card issuers. InComm sought coverage for these losses under a computer fraud policy issued by Great American, which the insurer denied.

A Georgia district court ruled that the computer fraud policy, which covers losses "resulting directly from the use of any computer to fraudulently cause a transfer" of money, securities or other property, did not encompass the losses at issue. *See* March 2017 Alert. The district court reasoned that that the underlying transfers were not caused by "use of a computer" because they resulted from manipulation of the automated telephone system. Although a computer system processed the telephonic requests, the court deemed that involvement insufficient to constitute use of a computer. Additionally, the court held that even if a computer was used, the losses did not "result directly" from computer use because there were intervening steps between the computer fraud and the losses.

The Eleventh Circuit disagreed with the district court as to the "use of a computer" ruling, finding that the perpetrators' actions – which involved manipulation of both the telephone and computer systems – constituted use of a computer. However, the Eleventh Circuit affirmed the district court's ruling that the fraud did not "result directly" from use of a computer. Rejecting InComm's assertion that "resulting directly" requires only proximate causation, the court held that under Georgia law, "directly" requires a consequence that follows "straightaway, immediately, and without intervention or interruption." The court concluded that this standard was not met based on the time lapse and intervening steps between the computer fraud and the loss, including the transfer of funds onto the debit cardholders' accounts and the purchase of goods by a debit cardholder. InComm argued that the loss was immediate because it occurred at the moment the funds were transferred to the debit cardholders' accounts. The court disagreed, noting that InComm retained some control over the funds at that point and could have prevented the loss by stopping distribution of the money from the account to the merchants. Instead, the court explained, the loss occurred when funds were actually disbursed to the merchants for purchases made by cardholders because at that point, InComm could not recover the funds.

Excess Alert:

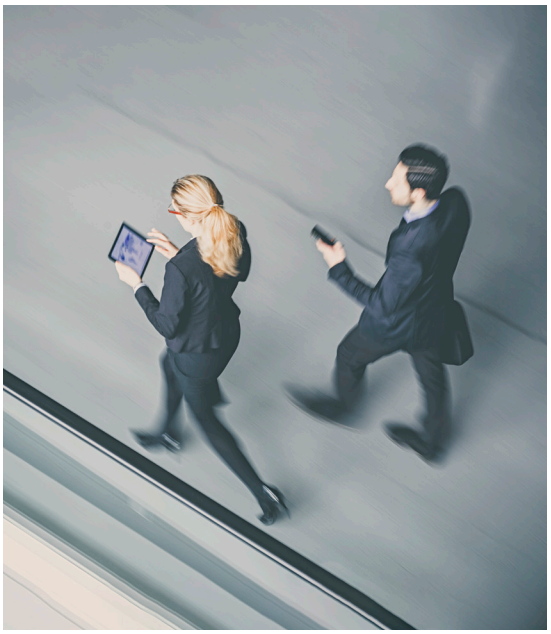
Colorado Court Rules That Excess Insurer's Equitable Subrogation Claim Against Primary Insurer Fails Absent Allegations Of Bad Faith Refusal To Settle

A Colorado appellate court ruled that an excess insurer must plead and prove that a primary insurer acted in bad faith in refusing to accept a settlement in order to seek reimbursement of a settlement payment. *Preferred Professional Ins. Co. v. The Doctors Company*, 2018 WL 1633269 (Colo. Ct. App. Apr. 5, 2018).

A doctor was insured by a $1 million primary professional liability policy issued by The Doctors Company ("TDC") and an excess policy issued by Preferred Professional Insurance Company. When the doctor was sued for malpractice, TDC declined the underlying claimant's $1 million settlement offer. Preferred, concerned that a verdict

could exceed TDC's $1 million limit, advised the doctor to accept the offer and agreed to fund the settlement. Thereafter, Preferred sued TDC for equitable subrogation, seeking reimbursement of the payment. A Colorado trial court granted Preferred's summary judgment motion, finding that it had satisfied the requirements of an equitable subrogation claim. The appellate court reversed.

The appellate court ruled that in order for an excess insurer to recover under equitable subrogation, it must prove that the primary insurer refused to settle in bad faith. The court held that the only rights Preferred has against TDC are those that the insured doctor would have had against TDC, explaining that under equitable subrogation, Preferred "stands in the shoes" of the original insured. Thus, because the doctor could not recover settlement payments against TDC unless its settlement decisions were deemed unreasonable, Preferred is subject to the same requirements. The court rejected Preferred's assertion that an "independent equitable claim" exists under Colorado law, which would allow it to seek reimbursement from TDC based on general principles of equity. The court explained that allowing an equitable claim to proceed in this context, without a showing of bad faith, would "allow an excess carrier to nullify the primary insurer's contractual right [to settle] merely because the excess insurer disagrees with the primary insurer over the risk of exposure."



Coverage Alerts:

Applying New York Law, California Appellate Court Rules That Coverage For Train Collision Losses Is Not Precluded By Expected Or Intended Exclusion

A California appellate court ruled that claims arising out of a train collision, deemed to have been caused in part by the train operator's cell phone use, were not barred by the policies' expected or intended exclusions. *Certain Underwriters at Lloyd's v. Connex R.R. LLC*, 2018 WL 1871278 (Cal. Ct. App. Apr. 19, 2018).

The coverage dispute arose out of a train collision that resulted in the death of 24 passengers and injuries to dozens of others. Several insurers interpleaded their policy limits and then sued for reimbursement and a declaration that coverage was barred by a policy exclusion that applied to injuries "which the Insured intended or expected or reasonably could have expected." The insurers argued that the underlying injuries were reasonably expected based on evidence that the train company knew that personnel used cell phones while on duty in violation of company policy. A California trial court disagreed and granted the policyholders' summary judgment motion. The appellate court affirmed.

The appellate court ruled that under New York law, the standard for applying an expected or intended exclusion is whether the operative occurrence "flowed directly and immediately from an insured's alleged intentional act." The court explained that this standard was not met, even assuming that the policyholders knew about employees' improper cell phone usage while on duty and failed to impose effective discipline. In so ruling, the court expressly rejected the contention that injuries are expected or intended if the actor "knew or should have known that there was a substantial probability that a certain result would take place." Although this standard was articulated in a New York appellate court decision, *see County of Broome v. Aetna Casualty & Surety Co.*, 540 N.Y.S.2d 620 (N.Y. App. Div. 1989), the *Connex* court deemed that decision to be an "analytical outlier."

Wisconsin Supreme Court Says No Coverage For Negligent Supervision Claim Arising Solely Out Of Employee's Intentional And Unlawful Act

Addressing a matter of first impression under Wisconsin law, the Wisconsin Supreme Court ruled that a liability policy does not cover negligent supervision claims that are based solely on an employee's intentional and unlawful act. *Talley v. Mustafa*, 911 N.W.2d 55 (Wisc. 2018).

The coverage dispute arose out of an assault at a food market owned by Mustafa. Talley, a customer, alleged that Mustafa's security guard punched him, causing serious injury. Talley sued Mustafa, the security guard, and Auto-Owners (Mustafa's liability insurer). The complaint alleged, among other things, that Mustafa failed to properly train and supervise his employees. Auto-Owners defended under a reservation of rights and sought a declaration of no coverage. A Wisconsin circuit court dismissed the claims against Auto-Owners, finding that punching someone could not be a covered "occurrence," defined in the policy as an accident. An appellate court reversed, holding that a reasonable insured would expect coverage for the negligent supervision claim and that a disputed issue of fact existed as to whether Mustafa had a duty to train and supervise the security guard with due care. The Wisconsin Supreme Court reversed.

The Wisconsin Supreme Court held that the negligent supervision claim could qualify as an occurrence only if Mustafa's own conduct accidentally caused Talley's injuries. Because the complaint did not allege any specific separate acts by Mustafa that accidentally caused Talley's injuries, the court found no coverage. The court stated: "We hold that when a negligent supervision claim is based entirely on an allegation that an employer should have trained an employee not to intentionally punch a customer in the face, no coverage exists."

The court emphasized that it is not the case that a negligent supervision claim will never trigger coverage. Rather, when an underlying plaintiff alleges facts independent from the intentional act giving rise to the injury, coverage may exist. For example, allegations that Mustafa knew or should have known of the employee's violence or that Mustafa engaged in behavior that led the employee to punch the customer could serve as independent acts that might give rise to a covered negligent supervision claim.

Addressing a separate issue, the court ruled that coverage determinations are made without regard to the insured party's beliefs as to non-coverage. Mustafa and Auto-Owners argued that where, as here, the insured and insurer agree that there is no coverage under the policy, their agreement controls the coverage determination. The court rejected this rule, holding that coverage is determined by the court's evaluation of policy language, the factual record and controlling law.

Assault And Battery Exclusion Alert:

Courts Issue Conflicting Decisions Regarding Application Of Assault And Battery Exclusion

In *United Specialty Ins. Co. v. Cole's Place, Inc.*, 2018 WL 1914731 (W.D. Ky. Apr. 23, 2018), the court ruled that an assault and battery exclusion relieved a liability insurer from the duty to defend or indemnify its policyholder against personal injury lawsuits. The underlying suits arose out of a shooting at a nightclub that injured several patrons. The nightclub argued that the exclusion did not apply because the intentions of the shooter had not been established and Kentucky state law defines assault and battery to require intent. The court rejected this assertion, holding that even assuming intent is a required element of assault and battery, the underlying complaints alleged facts that established intent. In particular, the court noted that the complaints alleged that the incident was an "attack" (with no reference to the shooting being accidental) and that the shooter had been acting aggressively and violently prior to the incident. Although the nightclub offered several possible scenarios under which the injuries could have resulted from inadvertent conduct, the court deemed such hypotheticals irrelevant to the insurer's duty to defend.

In contrast, a Florida court found an assault and battery exclusion inapplicable in *Scottsdale Ins. Co. v. Klub Kutter's Bar & Lounge, LLC*, 2018 WL 1933702 (S.D. Fla. Apr. 24, 2018). There, the underlying complaint alleged that the plaintiff suffered severe injuries when she was trampled by a stampede of patrons following a fight and shooting at a nightclub. The nightclub argued that an assault and battery exclusion did not apply because the underlying complaint did not allege that the plaintiff's injuries were the result of an assault or battery. The insurer argued that use of the phrase "arising out of" in the exclusion warranted its application to the present case, given that the underlying injuries originated from the shooting. The court disagreed and granted the nightclub's summary judgment motion as to the insurer's duty to defend. The court reasoned that because the underlying complaint made no mention of the intent of the individuals involved in the fight and stampede, plaintiff's injuries could not be deemed to arise out of an assault or battery. The court declined to rule on the insurer's duty to indemnify, finding that issue premature in light of the procedural status of the underlying case.

Collapse Alert:

Federal Court Certifies Question Regarding Scope Of "Collapse" To Connecticut Supreme Court

Noting the wide-ranging coverage implications for homeowners whose homes were constructed with defective concrete, a Connecticut federal district court certified to the Connecticut Supreme Court a question regarding interpretation of the term "collapse" in a homeowner's policy. *Karas v. Liberty Ins. Corp.*, 2018 WL 2002480 (D. Conn. Apr. 30, 2018).

The plaintiff homeowners, like thousands of others in Connecticut, discovered cracks and deterioration of the concrete walls in the basement of their residence. Their homeowner's insurer denied their claim on the basis that it was caused by deterioration, which was not covered under the policy. The homeowners sued, arguing that the loss was a covered "collapse" under the policy.

The court noted that under Connecticut precedent, where, as here, collapse is undefined in an insurance policy, it is sufficiently ambiguous so as to include coverage for "any substantial impairment of the structural integrity of a building." The court concluded that the question of whether the concrete-related damage constitutes a collapse under this standard warrants certification because it is determinative of pending litigation within the state and not addressed by controlling appellate precedent. Thus, the court asked the state supreme court to decide "what constitutes 'substantial impairment of structural integrity' for purposes of applying the 'collapse' provision of this homeowners' insurance policy?" We will keep you posted on any developments in this matter.

Arbitration Alert:

Texas Supreme Court Rules That Dispute With Non-Signatory Was Not Subject To Arbitration

The Texas Supreme Court ruled that a policyholder was not obligated to arbitrate her dispute with an insurance agent, finding that an arbitration agreement between the policyholder and insurer did not encompass the policyholder's claims against the agent, a non-signatory to the agreement. *Jody James Farms, JV v. The Altman Group*, 2018 WL 2168306 (Tex. May 11, 2018).

James obtained a crop revenue policy through the Altman Group, an insurance agency. The policy contained an arbitration clause that required all coverage disputes to be resolved through arbitration. The Altman Group was not a signatory to the agreement. When the insurer denied coverage for a crop loss claim based on late notice, an arbitration panel ruled in favor of the insurer. Thereafter, James sued the Altman Group for breach of fiduciary duty and deceptive trade practices based on the agency's alleged failure to timely submit the claim to the insurer. The agency moved to compel arbitration, which a Texas district court granted. The arbitration panel ruled in favor of the agency. The trial court then affirmed the award, denying James's motion to vacate. An appellate court affirmed, but the Texas Supreme Court reversed.

As a preliminary matter, the Texas Supreme Court held that the question of whether a dispute is subject to arbitration is a gateway issue to be decided by a court, not an arbitration panel. Although parties may agree to arbitrate arbitrability, the court found no such agreement here. In particular, the court held that even assuming that incorporation of the American Arbitration Association rules in an arbitration provision evinces the contracting parties' intent to arbitrate arbitrability, that principle would not govern the present dispute, which involved a non-signatory to the agreement. The court stated: "[e]ven when the party resisting arbitration is a signatory to an arbitration agreement, questions related to the existence of an arbitration agreement with a non-signatory are for the court, not the arbitrator."

Turning to the issue of whether the policyholder-agency dispute was subject to arbitration, the court ruled that it was not. The court reasoned that the claims, based on the agency's purported failure to provide timely notice, do not arise from a disagreement between the insurer and policyholder. Additionally, the court rejected theories of agency, third-party beneficiary, estoppel and "intertwined-claims" as bases to compel arbitration, finding each unsupported by the factual record.

Statute Of Limitations Alert:

Second Circuit Seeks Connecticut Supreme Court Guidance On Tolling Of Statute Of Limitations

The Second Circuit asked the Connecticut Supreme Court to address whether a party's continuing course of conduct tolled the applicable three-year statute of limitations for negligence claims involving adjusters. *Evanston Insurance Co. v. William Kramer & Assocs., LLC*, 2018 WL 2142171 (2d Cir. May 10, 2018).

An insurer sued an adjuster, alleging that the adjuster negligently failed to inform the insurer of a mortgage on damaged property that he was investigating. The adjuster argued that the suit was time-barred because more than three years passed between when the adjuster first failed to inform the insurer of the mortgage and the filing of the complaint. *See* Conn. Gen. St. § 52-577. A jury found that the statute of limitations was tolled based on the adjuster's continuing course of conduct with the insurer for several years following the adjuster's initial negligent representation. However, a Connecticut district court entered judgment as a matter of law in the adjuster's favor, finding that no reasonable jury could find the doctrine applicable.

On appeal, the Second Circuit noted that Connecticut courts have found a continuing course of conduct for purposes of tolling the statute of limitations if "there is evidence of either a special relationship between the parties giving rise to such a continuing duty or some later wrongful conduct of a defendant related to the prior act." The court rejected the adjuster's assertion that ongoing communications between the parties, without more, is insufficient to establish a continuing course of conduct. In any event, the court noted, the complaint alleged more than ongoing communications. In particular, the insurer asserted that following the initial negligent misrepresentation, the adjuster billed the insurer, used the insurer's attorneys and treated the insurer as its client. The court stated that "such facts seem to us arguably sufficient to support a finding that a special relationship continued between the Adjuster and the Insurer . . . which would render the Insurer's claim timely." The court further reasoned that an ongoing special relationship need not be based on a continuation of the original duty of care; rather, a continuing duty may be found where the parties' relationship has evolved. Finally, the court noted the possibility of tolling based on "later wrongful conduct . . . related to the prior act."

Finding that the parameters of the tolling requirements have not been clearly addressed by Connecticut precedent, the Second Circuit certified to the Connecticut Supreme Court the following question: "Is the trial evidence legally sufficient to support the jury's finding that the statute of limitations was tolled at least through October 21, 2010, rendering the Insurer's claim timely?" We will monitor this matter for future developments.

Regulatory Alert:

New York Department Of Financial Services Offers Guidance On Cybersecurity Regulations

In March 2017, the Department of Financial Services ("DFS") enacted cybersecurity regulations applicable to entities subject to New York banking, insurance and financial services laws ("Covered Entities"). The regulations imposed certain minimum requirements on Covered Entities for cybersecurity practices, including the following: maintenance of a cybersecurity program and response plan; designation of a senior officer to oversee cybersecurity; routine risk assessment; notification of a security incident to DFS; and annual compliance certification. *See* NYCRR § 500.

Since the enactment of these regulations, DFS has provided guidance as to the scope and application of certain provisions on the FAQs page of the DFS website. In recent months, DFS has issued new FAQ guidance that affects a significant number of entities operating within the state. Among other things, the new FAQs provide the following information: federally chartered banks that operate as "exempt mortgage servicers" are not Covered Entities; not-for-profit mortgage brokers are Covered Entities; Health Maintenance Organizations and Continuing Care Retirement Communities are within the scope of Covered Entities; and companies that engage in a merger with or acquisition of a Covered Entity are obligated to conduct an analysis of how the transaction will affect the Covered Entity's compliance obligations. In addition, the FAQs address application of the regulations to the following entities: New York branches of out-of-state and out-of-country banks; subsidiaries and affiliates of Covered Entities; and entities that have contractual arrangements with third-party vendors who are Covered Entities.

With respect to exempt entities, the FAQs expressly state that "given the ever-increasing cybersecurity risks that financial institutions face, DFS strongly encourages all financial institutions, including exempt Mortgage Servicers, to adopt cybersecurity protections consistent with the safeguards and protections of 23 NYCRR Part 500."

Notably, although the FAQs are intended to provide clarity of DFS's cybersecurity regulations, they are not binding and are subject to modification. Thus, both covered and exempt entities are advised to monitor any potential changes to Section 500.

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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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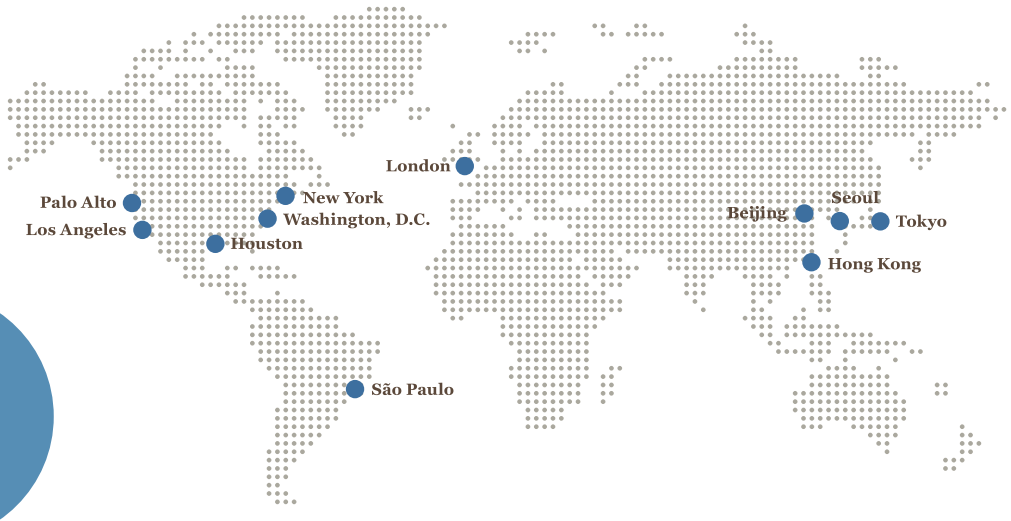

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