Simpson Thacher

Insurance Law Alert

February 2015

In This Issue

Colorado Supreme Court Holds That Notice-Prejudice Rule Does Not Apply to Date-Certain Notice Requirements in Claims-Made Policies

The Colorado Supreme Court ruled that the notice-prejudice rule does not apply to violations of date-certain notice requirements in claims-made policies. *Craft v. Philadelphia Indem. Ins. Co.*, 2015 WL 658785 (Colo. Feb. 17, 2015). (click here for full article)

New Jersey Supreme Court Upholds "Fairly Debatable" Standard as Defense to Insurer Bad Faith

The New Jersey Supreme Court reiterated that a "fairly debatable" standard should be applied to insurer bad faith claims and held that an insurer did not act in bad faith by rejecting an arbitration award because it had "fairly debatable" reasons to do so. *Badiali v. New Jersey Manuf. Ins. Grp.*, 2015 WL 668206 (N.J. Feb. 18, 2015). (click here for full article)

Pollution Claims Are Not Within Scope of Completed Operations Hazard, Says Seventh Circuit

The Seventh Circuit ruled that an insurer had no duty to defend or indemnify pollution claims, finding that they did not fall within a Completed Operations Hazard exception to a pollution exclusion. *Visteon Corp. v. National Union Fire Ins. Co. of Pittsburgh, Pa.*, 2015 WL 294384 (7th Cir. Jan. 23, 2015). (click here for full article)

In Deepwater Horizon Case, Texas Supreme Court Rules That BP's Additional Insured Coverage is Limited by Drilling Contract Terms

The Texas Supreme Court ruled that BP Plc was not entitled to additional insured coverage under policies issued to Transocean Ltd., the owner of the Deepwater Horizon oil rig, because the Drilling Contract between the parties expressly provided that BP was responsible for subsurface pollution liabilities. *In re Deepwater Horizon, Relator*, 2015 WL 674744 (Tex. Feb. 13, 2015). (click here for full article)

Illinois Appellate Court Rules That Store Displays Constitute "Advertisements" Under Advertising Injury Provision

An Illinois appellate court ruled that an insurer was obligated to defend an intellectual property infringement suit, finding that the claims alleged covered "advertising injury." *Selective Ins. Co. of the Southeast v. Creation Supply, Inc.*, 2015 WL 522247 (Ill. App. Ct. Feb. 9, 2015). (click here for full article)

"They know their clients, the clients know them, their litigators grew up with our management. Many other firms do insurance work, but we go straight for Simpson Thacher for the 'bet-the-company' fact-intensive stuff."

–Benchmark Litigation 2015

New York Court Holds That False Advertising Claims Are Barred by Failure to Conform Exclusion

A New York federal district court ruled that a Failure to Conform exclusion precluded coverage for various common law and statutory claims asserted in class action suits against an energy supplement manufacturer. *General Star Indem. Co. v. Driven Sports, Inc.*, 2015 WL 307017 (E.D.N.Y. Jan. 23, 2015). (click here for full article)

Insurer's Delay in Providing Defense Did Not Breach Duty, Says California Court

A California federal district court ruled that an insurer did not breach its duty to defend by failing to provide an immediate and complete defense. *Travelers Prop. Cas. Co. of Am. v. Kaufman & Broad Monterey Bay, Inc.*, 2015 WL 581509 (N.D. Cal. Feb. 11, 2015). (click here for full article)

Pennsylvania Court Rules That Where Lawyer Was Not Hired As In-House Counsel, No Attorney-Client Privilege

A Pennsylvania federal district court ruled that attorney-client privilege does not apply to a company's internal communications with an attorney that was hired to perform risk management functions rather than to act as in-house counsel. *Casey v. Unitek Global Services, Inc.*, 2015 WL 539623 (E.D. Pa. Feb. 9, 2015). (click here for full article)

STB News Alert

Simpson Thacher is named National Insurance Practice of the Year by *Benchmark Litigation* for the third consecutive year. (Click here for additional information)

Late Notice Alert:

Colorado Supreme Court Holds That Notice-Prejudice Rule Does Not Apply to Date-Certain Notice Requirements in Claims-Made Policies

Addressing a matter of first impression under Colorado law, the Colorado Supreme Court ruled that the notice-prejudice rule does not apply to violations of date-certain notice requirements in claims-made policies. *Craft v. Philadelphia Indem. Ins. Co.*, 2015 WL 658785 (Colo. Feb. 17, 2015).

Under a notice-prejudice rule, coverage remains available to a policyholder unless the untimeliness of the notice prejudiced the insurer's interests. Colorado has adopted the notice-prejudice rule in the context of underinsured motorist and occurrence-based policies. In *Craft*, the court addressed whether the rule applies to claims-made policies that contain time-specific notice requirements. The policy at issue required the insured to give notice (1) "as soon as practicable" after learning of a claim and (2) "not later than 60 days" after expiration of the policy. Because the first requirement was not implicated by the facts of the case, the sole issue considered by the court was whether the notice-prejudice rule applied to the second requirement, known as a "date-certain" clause. The Colorado Supreme Court held that it does not.

The court reasoned that the date-certain notice requirement of a claims-made policy defines the scope of coverage. Therefore, "to excuse late notice in violation of such a requirement would rewrite a fundamental term of the insurance contract." The court further explained that the rationales for applying a notice-prejudice rule in the occurrence-based policy context do not extend to claims-made policies. More specifically, the court indicated that whereas a prompt notice provision in an occurrence-based policy serves to allow an insurer to investigate claims and participate in the defense and settlement negotiations, a date-certain requirement in a claims-made policy defines the "temporal boundaries of the policy's basic coverage terms." The court therefore concluded that while "excusing late notice and applying a prejudice requirement makes sense in the context of a prompt notice requirement, extending such concepts to a date-certain notice requirement 'would defeat the fundamental concept on which coverage is premised.'"

In setting this bright-line rule, the court expressly declined to apply a notice-prejudice rule where a claims-made policy is renewed, creating back-to-back policy periods. A small minority of courts have endorsed this approach in order to "fill the 'gaps' between successive policy periods that may result when a claim is made in one period but not reported until the subsequent policy period, after the previous policy's reporting period has expired." *See, e.g., AIG Domestic Claims, Inc. v. Tussey*, 2010 WL 3603844 (Ky. Ct. App. Sept. 17, 2010) (finding that two successive claims-made policies created "seamless coverage" such that policyholder's failure to report a claim during the first policy period did not bar coverage because the claim was reported during the second policy period) (discussed in November 2010 Alert). The court deemed such decisions inapposite.

Bad Faith Alert:

New Jersey Supreme Court Upholds "Fairly Debatable" Standard as Defense to Insurer Bad Faith

The New Jersey Supreme Court reiterated that a "fairly debatable" standard should be applied to insurer bad faith claims and held that an insurer did not act in bad faith by rejecting an arbitration award because it had "fairly debatable" reasons to do so. *Badiali v. New Jersey Manuf. Ins. Grp.*, 2015 WL 668206 (N.J. Feb. 18, 2015).

The coverage dispute arose out of a motor vehicle accident. An insured driver ("plaintiff") filed an uninsured motorist claim, which proceeded to arbitration that resulted in an award in plaintiff's favor. Plaintiff's insurer, New Jersey Manufacturers Insurance Group ("NJM"), rejected the award and refused to pay. Plaintiff brought suit and a trial court confirmed the award and found NJM liable. In a subsequent action, plaintiff alleged that NJM acted in bad faith. Thereafter, the court awarded summary judgment in NJM's favor, holding that NJM's rejection of the arbitration award was based on "fairly debatable" reasons and therefore not in bad faith. The New Jersey Appellate Division and New Jersey Supreme Court affirmed.

The New Jersey Supreme Court held that the bona fides of NJM's rejection of the arbitration award was "fairly debatable" in light of policy language and a prior unpublished Appellate Division opinion in a case to which NJM was a party. Addressing a matter of first impression, the court explained that although unpublished decisions have no legal precedential value, an unpublished decision may form a sufficient basis for avoiding a finding of bad faith, particularly where, as here, the insurer was involved in the other litigation and thus had reason to believe that "it was making a legitimate legal and business decision." The unpublished decision aside, the court held that policy language established a "fairly debatable" basis for rejecting the award. NJM's policy provided that either party may demand a trial if an arbitration award exceeds $15,000. Here, although NJM's share of the arbitration award was less than that amount, the total award was approximately $29,000. The court therefore concluded that NJM's refusal to accept the arbitration award, based on its total value rather than NJM's proportionate share, was not unreasonable. (However, the court ruled that going forward, any policy references to $15,000 as the basis for rejecting an arbitration award should be interpreted to refer to the amount that the insurance company is required to pay, not to the total amount of the award).

Badiali reinforces that under New Jersey law, first-party bad faith requires a showing that "no debatable reasons existed for denial of the benefits." The court expressly declined to adopt an approach that considers the investigation and valuation performed by the assigned claims handler in denying coverage, expressing reservations "about the potential discovery complications associated with such an approach."

Coverage Alert:

Pollution Claims Are Not Within Scope of Completed Operations Hazard, Says Seventh Circuit

The Seventh Circuit ruled that an insurer had no duty to defend or indemnify pollution claims, finding that they did not fall within a Completed Operations Hazard exception to a pollution exclusion. *Visteon Corp. v. National Union Fire Ins. Co. of Pittsburgh, Pa.*, 2015 WL 294384 (7th Cir. Jan. 23, 2015).

Visteon, an automobile parts manufacturer, was sued for allegedly contaminating soil and groundwater. National Union, Visteon's liability insurer, denied coverage based on a pollution exclusion. In ensuing litigation, an Indiana federal district court ruled that Michigan law governed the dispute, that the pollution exclusion barred coverage for all claims and that a Completed Operations Hazard clause, which operated as an exception to the pollution exclusion, did not apply. The Seventh Circuit affirmed.

Addressing choice of law, the court concluded that Michigan (rather than Indiana) law governed the coverage dispute. Visteon advocated application of Indiana law because the alleged pollution occurred at an Indiana plant site. The court disagreed, explaining that the litigation arose from a dispute over the insurance contract rather than the underlying pollution-related activities, and noting that the policy covered risks at sites throughout the world. The court followed Indiana's "uniform-contract-interpretation approach" under which the law of a single state is applied to the entire insurance contract even though "it covers multiple risks in multiple states." *See National Union Fire Ins. Co. of Pittsburgh, PA v. Standard Fusee Corp.*, 940 N.E. 810 (Ind. 2010) (discussed in February 2011 Alert). Under this approach, the single state that is chosen is typically "the state having more insured sites than any other." Here, fourteen of Visteon's plants were located in Michigan—more than in any other state—and the personnel in charge of administering insurance contracts (including the policy at issue) were stationed there, as was the policyholder's headquarters. Therefore, notwithstanding that the property damage occurred in Indiana, the Seventh Circuit upheld application of Michigan law.

The Completed Operations Hazard exception restored coverage for pollution-related damages "occurring away from premises you own or rent and arising out of … Your Work except … work that has not yet been completed or abandoned." Visteon argued that this clause applied because the cause of the contamination—the seeping of toxic solvents—was the resulted of "completed" work. More specifically, Visteon contended that its "work" was "completed" each time a contract to supply automobile parts was performed. The Seventh Circuit disagreed. Siding with National Union, the court reasoned that work was not complete because operations continued at the plant for several years after the seepage and long after the National Union policy expired. In rejecting Visteon's argument, the court noted that it's adaptation would "erase[ ] the line between completed and ongoing operations" and "swallow[ ] the entire pollution-exclusion clause—the exception becoming the rule."

As the Seventh Circuit noted, courts have applied the completed operations hazard exception to the pollution exclusion narrowly; only to damage or injury caused by occurrences which arise after the completion of work by the policyholder.

Additional Insured Alert:

In Deepwater Horizon Case, Texas Supreme Court Rules That BP's Additional Insured Coverage is Limited by Drilling Contract Terms

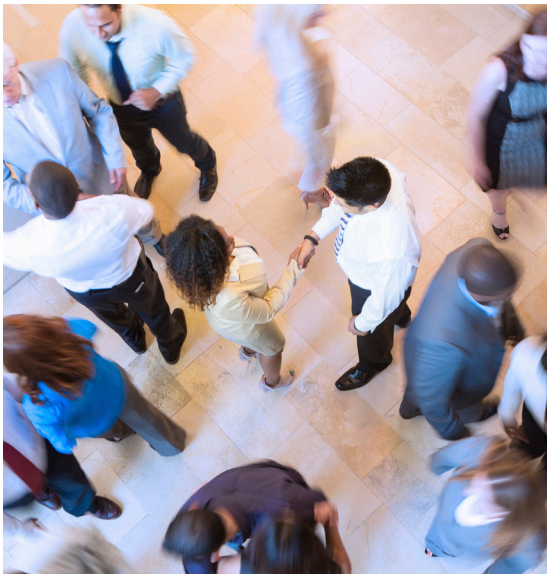
The Texas Supreme Court ruled that BP Plc was not entitled to additional insured coverage under primary and excess policies issued to Transocean Ltd., the owner of the Deepwater Horizon oil rig, because the Drilling Contract between the parties expressly provided that BP was responsible for subsurface pollution liabilities. *In re Deepwater Horizon, Relator*, 2015 WL 674744 (Tex. Feb. 13, 2015).

The parties did not dispute that BP was an additional insured under Transocean's policies. However, Transocean and the insurers argued that BP was not entitled to coverage for subsurface pollution liabilities because it explicitly assumed those risks in the Drilling Contract. A Louisiana federal

district court agreed, ruling that any additional insured coverage available to BP under Transocean's policies was limited to liabilities assumed by Transocean in the Drilling Contract. The district court held that because Transocean had not assumed subsurface pollution liability risks, BP could not be deemed an additional insured as to those risks. *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mex. On Apr. 20, 2010*, 2011 WL 5547259 (E.D. La. Nov. 15, 2011) (discussed in December 2011 Alert). The Fifth Circuit reversed, reasoning that coverage should be ascertained solely from the "four corners of the insurance policies" without reference to the Drilling Contract. On rehearing, the Fifth Circuit withdrew its opinion and sought guidance from the Texas Supreme Court.

The central issue referred to the Texas Supreme Court was whether the insurance policies incorporated the terms of the Drilling Contract, such that the allocation of liabilities in the Drilling Contract would define the scope of additional insured coverage. BP argued that nothing in the insurance policies indicated an intent to incorporate the Drilling Contract, and that under the terms of the policies, BP is covered for all "liability imposed by law," including subsurface pollution. In contrast, Transocean and the insurers argued that BP is an additional insured "only by virtue of the status conferred to it under the Drilling Contract, to which the policies necessarily refer by predicating additional-insured status on the existence of an oral or written 'Insured Contract' requiring such coverage." The insurers therefore contended that the Drilling Contract was necessarily incorporated into the policies. Because the Drilling Contract required Transocean to name BP as an additional insured only for above-surface pollution risks (assumed by Transocean), the insurers argued that BP is not entitled to additional insured coverage for subsurface pollution liabilities. The Texas Supreme Court agreed. The court reasoned that the language in the insurance policies providing additional insured coverage "where required" necessitates reference to the Drilling Contract, which assigned liability for subsurface pollution to BP, not Transocean.

The decision leaves unanswered the question of what language is necessary to establish the incorporation of a separate contract in insurance policies, such that the scope of coverage is governed by the terms of an agreement to provide additional insured coverage, rather than the insurance policy itself. The court noted that there are no "magic" words required to do so. Rather, a clear manifestation of intent to include the contract as part of the policy must be established. Under *In re Deepwater Horizon*, a relevant factor in this analysis is whether the additional insured is specifically named in the policy, or alternatively (as was the case here), is made an additional insured by virtue of a separate indemnity contract, which, under the terms of the insurance policy, establishes additional insured status. As the decision illustrates, if incorporation is established, a separate contract can operate to limit the scope of coverage even where the insurance policy contains no such limitation.



Advertising Injury Alerts:

Illinois Appellate Court Rules That Store Displays Constitute "Advertisements" Under Advertising Injury Provision

An Illinois appellate court ruled that an insurer was obligated to defend an intellectual property infringement suit, finding that the claims alleged covered "advertising injury." *Selective Ins. Co. of the Southeast v. Creation Supply, Inc.*, 2015 WL 522247 (Ill. App. Ct. Feb. 9, 2015).

Creation Supply was sued for trademark infringement and Lanham Act violations, among other claims, in connection with its sale of square-shaped colored markers. Selective Insurance sought a declaration that it had no duty to defend because the complaint did not allege advertising injury. Specifically, Selective argued that there was no causal connection between Creation Supply's advertising activities and the damages alleged in the underlying case because the claims were based on Creation Supply's sale of the markers, not its advertising activities. Both sides moved for summary judgment. An Illinois trial court ruled in Creation Supply's favor, and the appellate court affirmed.

The policy defined "advertisement" as "a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers." The court concluded that Creation Supply's in-store retail display, which depicted the shape and design of the markers, constituted an advertisement. In so ruling, the court noted that the placards were "more than the mere display of the product itself and affirmatively serve to attract customers." The court therefore reasoned that the retail display served as "an announcement disseminating the product to the public."

Importantly, the court emphasized that not all retail product displays constitute advertising. The court distinguished an in-store retail display that does not depict the infringing product, such as a "large bin containing the markers and nothing more," noting that under such circumstances, "Selective would have a valid argument that the retail product display did not constitute advertising as contemplated by the policy." Illinois precedent also illustrates that product displays do not constitute advertising if they are not disseminated to the public. *See Santa's Best Craft, LLC v. Zurich American Ins. Co.*, 941 N.E.2d 291 (1st Dist. 2010) (product displays presented to 75-100 retailers by invitation in policyholder's showroom did not constitute advertising) (discussed in February 2011 Alert).

New York Court Holds That False Advertising Claims Are Barred by Failure to Conform Exclusion

A New York federal district court ruled that a Failure to Conform exclusion precluded coverage for various common law and statutory claims asserted in class action suits against an energy supplement manufacturer. *General Star Indem. Co. v. Driven Sports, Inc.*, 2015 WL 307017 (E.D.N.Y. Jan. 23, 2015).

The suits alleged that Driven Sports, Inc. marketed an energy supplement ("Craze") as containing natural ingredients, when in fact, it contained an illegal and potentially-dangerous methamphetamine analog. The complaints alleged a variety of statutory and common law causes of action, including false advertising, unfair competition, deceptive practices and consumer protection violations. General Star agreed to provide a defense subject to a reservation of rights, including the right to recoup defense costs in the event it was determined that the policy did not provide coverage. General Star sought a declaration as to its coverage obligations, and both parties moved for summary judgment. The court ruled in General Star's favor, finding that the policy's Failure to Conform exclusion barred coverage for all claims.

The Failure to Conform exclusion precludes coverage for "personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in [the policyholder's] advertisement." The court concluded that all of the injuries alleged in the underlying suits "arose out of" Craze's failure to conform with advertised statements about

it. The court reasoned that all underlying claims stemmed from allegations that Craze failed to meet its advertised quality.

The court rejected Driven Sports' assertion that the underlying complaints alleged both covered and uncovered claims, such that General Star was obligated to defend the suits in their entirety. In doing so, the court held that under New York law, "the question is whether the plaintiffs in the underlying action would be able to prove the allegedly covered claim without proving the uncovered claim." Here, the court found that none of the underlying claims could be proven without proving that Craze failed to conform with advertisements about its quality. The court likewise rejected Driven Sports' argument that statements on its website gave rise to separate and independent disparagement claims (outside the scope of the Failure to Conform exclusion), explaining that website statements were not referenced in the underlying complaints and therefore not the basis of any underlying claims. Finally, the court rejected the notion that phrase "quality or performance" in the exclusion was vague and/or did not encompass allegations relating to the ingredients of a product.

The court also addressed General Star's claim for recoupment of defense costs. Indicating that New York law is "unclear" on this issue, the court concluded that recoupment was not appropriate because the policy was silent on the issue and the policyholder expressly refused to consent to recoupment. However, the court ruled that policy language established that the policy was "self-liquidating," such that defense costs expended by General Star counted against the limits of liability.

Defense Alert:

Insurer's Delay in Providing Defense Did Not Breach Duty, Says California Court

A California federal district court ruled that an insurer did not breach its duty to defend by failing to provide an immediate and complete defense. *Travelers Prop. Cas. Co. of Am. v. Kaufman & Broad Monterey Bay, Inc.*, 2015 WL 581509 (N.D. Cal. Feb. 11, 2015).

Travelers agreed to defend certain additional insured parties (the "Defendants") in an underlying product liability suit subject to a reservation of rights. The Defendants opposed Travelers' choice of counsel on the basis of a purported conflict of interest. Travelers filed suit arguing that Defendants' refusal to accept appointed counsel constituted a breach of the policy's cooperation clause and the implied covenant of good faith and fair dealing. Defendants counterclaimed that Travelers failed to provide an immediate and complete defense. The court disagreed and ruled in Travelers' favor.

Travelers received notice of tender on July 6, 2012. Two weeks later, Travelers acknowledged tender and requested certain documentation. Defendants did not respond. Approximately three months later, Travelers again contacted Defendants, who thereafter immediately forwarded the requested materials. Within one week of receiving the documentation, Travelers agreed to provide a defense. The court held that this factual record established that Travelers fulfilled its obligation to provide an immediate defense. The court rejected Defendants' contention that Travelers was obligated to provide a defense immediately upon tender, finding that "the duty to defend did not arise until [Travelers] was provided with all the information necessary to determine the existence of coverage."

The court explained that a reservation of rights that includes "extensive limitations" of the insurer's defense obligations does not, without more, constitute a failure to provide a complete defense. The court further ruled that Travelers did not violate its defense obligations by settling the underlying action without Defendants' consent (and thereafter withdrawing its defense of the action). The court explained that a defending insurer has the right to control the defense and settlement of the underlying action so long as the insurer does not further its own interests at the policyholder's expense. Here, Defendants failed to show that the settlement and subsequent withdrawal resulted in increased fees or costs above what they would have otherwise incurred. In particular, the court held that Travelers was entitled to limit its settlement to claims arising out of the named insured's work because the policy's additional insured clause provided coverage only for claims arising out of the named insured's work.

Privilege Alert:

Pennsylvania Court Rules That Where Lawyer Was Not Hired As In-House Counsel, No Attorney-Client Privilege

A Pennsylvania federal district court ruled that attorney-client privilege does not apply to a company's internal communications with an attorney that was hired to perform risk management functions rather than to act as in-house counsel. *Casey v. Unitek Global Services, Inc.*, 2015 WL 539623 (E.D. Pa. Feb. 9, 2015). Although the decision was issued in an employment discrimination case, insurers may be able to rely on its holding in coverage litigation to obtain full access to risk manager files.

Unitek had hired Casey as its Director of Risk Management and then promoted her to Vice President of Safety and Risk. Unitek later fired Casey, allegedly as a result of her discrimination and harassment complaints. During litigation, Unitek argued that Casey was employed as an attorney and was therefore prohibited from using privileged communications to support her claims. The court disagreed, finding that an attorney-client relationship did not exist between Casey and Unitek.

First, the court found that Casey was not hired as an attorney or for the purpose of providing legal advice, but rather for assessing the company's risk and insurance needs—a position that required no legal knowledge. Second, the court ruled that Casey's participation in insurance claim litigation management did not establish an attorney-client relationship. Although Casey received court notices, retained and communicated with outside counsel, verified pleadings, made discovery responses, granted settlement authority, and attended quarterly litigation update meetings, the court found that "the cases were not assigned to her office because she was an attorney. Rather, she took charge of these claims because the insurance policies which she negotiated and oversaw would indemnify Unitek for any loss." The court therefore concluded that Casey was "not acting as Unitek's attorney," but instead "was acting as a client to outside counsel."

Alternatively, the court held that even assuming that Casey was in-house counsel,

Unitek failed to identify any specific privileged communications that warranted the issuance of a protective order. In this context, the court emphasized that even when communications are made between a company and its counsel, attorney-client privilege applies only if the "communication in question was made for the express purpose of securing legal not business advice." Here, the court held that Unitek had not established that any specific communications were made to Casey in her role as legal advisor.

Finally, the court denied Unitek's motion to file certain privileged documents under seal. The court acknowledged the "privileged character of some of the exhibits" but held that by using attorney-client privilege as a complete defense to Casey's lawsuit, Unitek waived its right to assert privilege. As discussed in our January 2015 Alert, courts routinely refuse to protect attorney-client communications where a party seeks to use privilege "as both a sword and a shield."

STB News Alert

Last month and for the third consecutive year, *Benchmark Litigation* named Simpson Thacher the National Insurance Practice of the Year, recognizing the Firm's representations of insurers and reinsurers and describing Simpson Thacher as the go-to firm for litigation and trial of complex insurance matters. *Benchmark Litigation* recognizes firms that have emerged as leaders in particular areas of law over the past 12 months based on extensive industry research.

Simpson Thacher

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.

Mary Kay Vyskocil
+1-212-455-3093
mvyskocil@stblaw.com

Andrew S. Amer
+1-212-455-2953
aamer@stblaw.com

David J. Woll
+1-212-455-3136
dwoll@stblaw.com

Mary Beth Forshaw
+1-212-455-2846
mforshaw@stblaw.com

Andrew T. Frankel
+1-212-455-3073
afrankel@stblaw.com

Lynn K. Neuner
+1-212-455-2696
lneuner@stblaw.com

Chet A. Kronenberg
+1-310-407-7557
ckronenberg@stblaw.com

Linda H. Martin
+1-212-455-7722
lmartin@stblaw.com

Bryce L. Friedman
+1-212-455-2235
bfriedman@stblaw.com

Michael D. Kibler
+1-310-407-7515
mkibler@stblaw.com

Michael J. Garvey
+1-212-455-7358
mgarvey@stblaw.com

Tyler B. Robinson
+44-(0)20-7275-6118
trobinson@stblaw.com

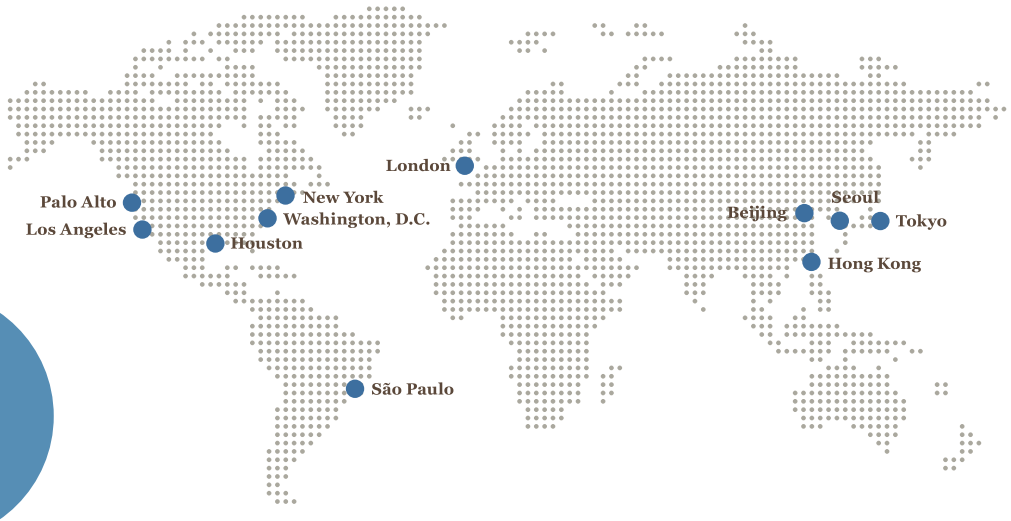
George S. Wang
+1-212-455-2228
gwang@stblaw.com

Deborah L. Stein
+1-310-407-7525
dstein@stblaw.com

Craig S. Waldman
+1-212-455-2881
cwaldman@stblaw.com

Elisa Alcabes
+1-212-455-3133
ealcabes@stblaw.com

This edition of the Insurance Law Alert was prepared by Mary Beth Forshaw (mforshaw@stblaw.com/+1-212-455-2846) and Bryce L. Friedman (bfriedman@stblaw.com/+1-212-455-2235) with contributions by Karen Cestari (kcestari@stblaw.com).



Simpson Thacher Worldwide

UNITED STATES

New York
425 Lexington Avenue
New York, NY 10017
+1-212-455-2000

Houston
2 Houston Center
909 Fannin Street
Houston, TX 77010
+1-713-821-5650

Los Angeles
1999 Avenue of the Stars
Los Angeles, CA 90067
+1-310-407-7500

Palo Alto
2475 Hanover Street
Palo Alto, CA 94304
+1-650-251-5000

Washington, D.C.
1155 F Street, N.W.
Washington, D.C. 20004
+1-202-636-5500

EUROPE

London
CityPoint
One Ropemaker Street
London EC2Y 9HU
England
+44-(0)20-7275-6500

ASIA

Beijing
3919 China World Tower
1 Jian Guo Men Wai Avenue
Beijing 100004
China
+86-10-5965-2999

Hong Kong
ICBC Tower
3 Garden Road, Central
Hong Kong
+852-2514-7600

Seoul
West Tower, Mirae Asset Center 1
26 Eulji-ro 5-gil, Jung-gu
Seoul 100-210
Korea
+82-2-6030-3800

Tokyo
Ark Hills Sengokuyama Mori Tower
9-10, Roppongi 1-Chome
Minato-Ku, Tokyo 106-0032
Japan
+81-3-5562-6200

SOUTH AMERICA

São Paulo
Av. Presidente Juscelino
Kubitschek, 1455
São Paulo, SP 04543-011
Brazil
+55-11-3546-1000