Simpson Thacher

Insurance Law Alert

May 2025

In This Issue

Reversing District Court, Tenth Circuit Rules That Pollution Exclusions Unambiguously Bar Coverage For CERCLA Claims

The Tenth Circuit ruled that pollution exclusions in two liability policies were unambiguous and precluded coverage for underlying environmental contamination. *Chisholm's-Village Plaza LLC v. Cincinnati Insurance Co.,* 2025 U.S. App. LEXIS 9625 (10th Cir. Apr. 23, 2025). (Click here for full article)

Alaska Court Rules That Communicable Disease Provision Does Not Encompass Business Losses Resulting From COVID-19 Restrictions

An Alaska district court ruled that a communicable disease provision in a property insurance policy did not provide coverage for losses stemming from reduced business income during the COVID-19 pandemic. *Baxter Senior Living, LLC v. Zurich American Insurance Co.,* 2025 U.S. Dist. LEXIS 78777 (D. Ala. Apr. 25, 2025). (Click here for full article)

New Jersey Court Remands Reinsurance Dispute, Ruling That International Reinsurers Failed To Establish That Matter Was Subject To Arbitration

A New Jersey federal court granted a motion to remand to state court a dispute involving international reinsurers, finding that an arbitration clause in the reinsurance contracts was not necessarily binding on the non-party plaintiff, and therefore that federal jurisdiction under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards had not been established. *Austin v. CPA Mutual Insurance Co. of America,* No. 24-7942 (D.N.J. Mar. 19, 2025). (Click here for full article)

Ninth Circuit Rules That Insurer Had No Duty To Defend Suit Alleging "Willful" Conduct Under State Statute

The Ninth Circuit ruled that an insurer had no duty to defend a suit alleging that the insured engaged in willful conduct in violation of state statutory law. *United Talent Agency, LLC v. Markel American Insurance Co.,* 2025 U.S. App. LEXIS 6510 (9th Cir. Mar. 20, 2025). (Click here for full article)

Iowa Supreme Court Rules That Consumer Fraud Claims Against Contractor Do Not Allege An "Occurrence" Or "Property Damage" Under Liability Policy

The Iowa Supreme Court ruled that a consumer fraud suit against a contractor did not allege an "occurrence"—*i.e.,* an "accident"—that caused "property damage" for purposes of triggering general liability coverage. *Dostart v. Columbia Insurance Group,* 2025 Iowa Sup. LEXIS 48 (Iowa Apr. 18, 2025). (Click here for full article)

Illinois Supreme Court Agrees To Answer Certified Question Relating To Scope Of Pollution Exclusion

The Illinois Supreme Court will address whether a pollution exclusion in a general liability policy bars coverage for environmental contamination claims where the industrial emissions at issue were allowed under a regulatory permit. *Griffith Foods International Inc. v. National Union Fire Insurance Co. of Pittsburgh, PA,* No. 24-1217 (Ill. Apr. 17, 2025).
(Click here for full article)

California Supreme Court Declines To Depublish Recent Decision Relating To Coverage For Wildfire-Related Damage

The California Supreme Court declined to depublish a recent appellate court decision holding that the presence of ash and debris on insured property, stemming from a nearby wildfire, did not constitute direct physical loss under a property policy, paving the way for insurers to cite the decision as binding authority in future coverage litigation arising out of wildfires. *Gharibian v. Wawanesa General Insurance Co.,* 2025 Cal. LEXIS 2464 (Apr. 30, 2025).
(Click here for full article)

Reversing District Court, Tenth Circuit Rules That Pollution Exclusions Unambiguously Bar Coverage For CERCLA Claims

HOLDING

The Tenth Circuit ruled that pollution exclusions in two liability policies were unambiguous and precluded coverage for underlying environmental contamination. *Chisholm's-Village Plaza LLC v. Cincinnati Insurance Co.,* 2025 U.S. App. LEXIS 9625 (10th Cir. Apr. 23, 2025).

BACKGROUND

Chisholm's Village Plaza was named as a defendant in a suit alleging contamination under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"). The complaint alleged that a dry-cleaning business located on Chisholm's property released hazardous substances into surrounding soil, thereby contaminating local water sources.

Chisholm turned to its liability insurers, Fidelity and Cincinnati, for defense of the suit. The insurers denied coverage, asserting that pollution exclusions in the policies barred coverage. Chisholm sued, alleging breach of contract and bad faith. A New Mexico district court granted Chisholm's summary judgment motion, ruling that the pollution exclusions were ambiguous and construing the provisions in favor of coverage. The Tenth Circuit reversed.

DECISION

The Tenth Circuit ruled that the New Mexico Supreme Court would find that the policies unambiguously precluded coverage for the CERCLA claims as a matter of law.

Fidelity's policy contained an absolute pollution exclusion, which applied to property damage "arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants." The term "pollutant" was defined as "any solid, liquid, gaseous or thermal irritant or contaminant." The court reasoned that the underlying allegations, relating to water contamination caused by the release of hazardous substances, fell squarely within the plain terms of the exclusion. The court rejected Chisholm's claim (and the district court's holding) that the terms "pollutant" and "contaminant" were ambiguous. The district court reasoned that ambiguity arose because of the exclusion's failure to list the exact type of pollutant at issue by name. The Tenth Circuit rejected this "outlier" approach as inconsistent with logic and New Mexico law. Along similar lines, the Tenth Circuit rejected the argument that the absence of a definition for the term "contaminant" rendered it ambiguous, noting that, under New Mexico law, undefined terms are given their usual, ordinary meaning.

Applying the same reasoning to Cincinnati's policy, the court likewise concluded that Cincinnati had no duty to defend. The pollution exclusion in Cincinnati's policy included similar language to that in Fidelity's policy, but also contained a provision stating that relevant parts of its exclusion did not apply "to liability for damages because of 'property damage' that the insured would have in the absence

of such a request, demand, order or statutory or regulatory requirement, or such claim or 'suit' by or on behalf of a governmental authority." The district court held that this provision created a common law tort exception to the pollution exclusion, such that the exclusion would not bar coverage if the underlying complaint alleged common law liability for nuisance or trespass. The district court further reasoned that there was a "potential" that such common law claims could brought by private parties, which triggered Cincinnati's duty to defend.

Rejecting this reasoning, the Tenth Circuit emphasized that the complaint alleged only CERCLA claims, not claims for negligence or tort-based liability. Equally important, the Tenth Circuit held that the district court's holding directly conflicted with New Mexico law, under which an insurer's defense obligations are determined by the allegations in the complaint, rather than theoretical future claims "based on facts that are neither known to the insurer nor pleaded in the complaint."

Accordingly, the Tenth Circuit reversed the district court's grant of summary judgment in Chisholm's favor and its denial of the insurers' summary judgement motions. The court also denied Chisholm's motion to certify questions about the pollution exclusion to the New Mexico Supreme Court.

COMMENTS

The decision reinforces two important principles relating to arguments regarding ambiguity. First, breadth of a policy term (whether defined or not) does not necessarily render it ambiguous. The court acknowledged the breadth of the ordinary meaning of the term "contaminant," but rejected the argument that such breadth warranted a finding of ambiguity. Second, the decision makes clear that a disagreement among jurisdictions does not, without more, create ambiguity. The district court ruled that ambiguity arose not only from policy verbiage, but also because of a split in authority regarding interpretation of pollution exclusions across other jurisdictions. The Tenth Circuit emphasized that a split in authority, standing alone, is insufficient to find ambiguity.

Chisholm also highlights the limitations of an insurer's duty to defend. The Tenth Circuit not only ruled that the insurers had no duty to defend the CERCLA suit, but also that they had no duty to investigate further before denying a defense. The court explained that where, as here, the allegations in the complaint align squarely with exclusionary language, insurers need not conduct an additional investigation to determine their defense obligations.

Alaska Court Rules That Communicable Disease Provision Does Not Encompass Business Losses Resulting From COVID-19 Restrictions

HOLDING

An Alaska district court ruled that a communicable disease provision in a property insurance policy did not provide coverage for losses stemming from reduced business income during the COVID-19 pandemic. *Baxter Senior Living, LLC v. Zurich American Insurance Co.,* 2025 U.S. Dist. LEXIS 78777 (D. Ala. Apr. 25, 2025).

BACKGROUND

Baxter, a senior living facility operator, sought coverage under a property policy for business losses incurred in the wake of the COVID-19 pandemic. Baxter alleged that recommendations by health and government agencies relating to social distancing, safety measures and other procedures resulted in a loss of revenue and increased expenditure of various costs.

In a previous ruling in this case, the Alaska Supreme Court ruled that neither the presence of the COVID-19 virus at the insured's property nor pandemic-related government orders constituted "direct physical loss of or damage to" property for purposes of insurance coverage. Therefore, the only remaining claims related to a communicable disease provision that provided coverage for lost business income "due to an order of an authorized public health official or governmental authority that prevents access to that 'premises'…or a portion of that 'premises'…because of the discovery or suspicion of a communicable disease…"

Zurich moved to dismiss the remaining claims and the court granted the motion.

DECISION

The court ruled that coverage was unavailable under the communicable disease provision for several reasons. First, the court held that a March 2020 email from the Alaska Department of Health and Social Services ("DHSS") that listed the Center for Disease Control's recommendations for assisted living facilities to reduce the risk of COVID-19 was not an "order" within the meaning of the policy. The court reasoned that the email provided recommended guidance only and "did not impose any binding requirements or repercussions for noncompliance." To constitute an "order," the court explained, the "directive must be compulsory[.]" The court rejected Baxter's assertion that the "urgent" nature of the email during a pandemic, along with DHSS's power to issue fines and revoke Baxter's license, rendered the email an official "order."

Additionally, the court noted that the language of the communicable disease provision itself evidenced an intent to construe the term "order" narrowly; it stated that the coverage period "begins 24 hours after [the facility] receive[s] notice of closing" and lasts "until the public health official or governmental authority authorizes [the facility] to reopen, or 90 days, whichever is earlier." The court explained that such language indicates that "to trigger coverage, an order must be a government directive of sufficient legal force that it renders the policyholder legally unable to reopen the closed portion of the premises without subsequent government authorization."

The court reached a different conclusion as to an August 2020 document, issued by the Alaska DHSS, which recommended "aggressive efforts" to limit exposure to the COVID-19 virus. The DHSS document established a detailed three-phase system to be followed by residential care facilities, and expressly stated that a failure to meet the criteria could result in enforcement actions. The court explained that the use of mandatory language, coupled with the threat of an enforcement action for noncompliance, rendered the August 2020 document an "order" under the policy.

However, coverage was nonetheless unavailable because the August 2020 document did not "prevent access" to the insured premises, as required by the communicable disease provision. The court explained that while the order imposed various limitations on activities and operations, it did not completely prohibit access to all or a portion of the facility.

As the court noted, courts in other jurisdictions have interpreted similarly worded communicable disease provisions to require a prohibition on access to the insured property for "any business purpose" rather than a reduction in operations or services.

COMMENTS

The prohibition on access requirement has been the subject of litigation in other COVID-19-related coverage disputes, both in the context of communicable disease provisions and civil authority provisions. The decision highlights an important distinction between the express directives of an order on the one hand, and what actions a policyholder elects to do, on the other. Baxter asserted that the prohibition on access requirement was satisfied because access to the facility's dining hall was prohibited at certain periods in time. However, the court emphasized that the dining room closure directive came from Baxter, not the August 2020 government order, stating: "what Baxter chose to do is irrelevant under the language of the Communicable Disease Coverage—it is the order that must prevent access."

New Jersey Court Remands Reinsurance Dispute, Ruling That International Reinsurers Failed To Establish That Matter Was Subject To Arbitration

HOLDING

A New Jersey federal court adopted a Magistrate Judge's Report and Recommendation granting a motion to remand to state court a dispute involving international reinsurers, finding that an arbitration clause in the reinsurance contracts was not necessarily binding on the non-party plaintiff, and therefore that federal jurisdiction under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "Convention") had not been established. *Austin v. CPA Mutual Insurance Co. of America,* No. 24-7942 (D.N.J. Mar. 19, 2025).

BACKGROUND

Plaintiffs sued Kinzel, an accounting firm, for malpractice in state court. The complaint was later amended to include claims against CPA Mutual, Kinzel's professional liability insurer. Plaintiffs and Kinzel ultimately reached a settlement wherein Kinzel assigned to Plaintiffs any insurance claims it might have against CPA Mutual. Thereafter, Plaintiffs filed another amended complaint, adding claims against CPA Mutual's reinsurers. Plaintiffs argued that the reinsurers were jointly and severally liable for the claims against CPA Mutual and sought a declaration as to benefits recoverable under certain reinsurance policies.

The reinsurers moved to compel arbitration pursuant to an arbitration clause in the reinsurance contracts, which the state court dismissed. Several international reinsurers then removed the action to federal court pursuant to the Federal Arbitration Act ("FAA"), arguing that the reinsurance contracts were governed by the Convention, which provides for federal jurisdiction over any action that "relates to" an agreement to arbitrate. Plaintiffs filed a motion to remand, which the court granted.

DECISION

The Report and Recommendation, adopted by the district court, ruled that the international reinsurers failed to establish the existence of an applicable arbitration provision under the FAA. The court explained that removal under the FAA requires that the action "relate to" an arbitration agreement. No such showing was made here, the court held, because the reinsurance contracts containing the arbitration clause were between CPA Mutual and the reinsurers, not Plaintiffs.

The court noted that while non-signatories may be bound to arbitration agreements under certain limited circumstances, none of those scenarios was present here. More specifically, the court held that Plaintiffs were not third-party beneficiaries of the reinsurance policies notwithstanding the causes of action asserted against the reinsurers. The court reasoned that, although Plaintiffs alleged that the reinsurers were jointly and severally liable for Plaintiffs' claims against CPA Mutual, Plaintiffs' direct-action claim against the reinsurers did "not seek to 'reap the benefits of the Reinsurance Contracts" but rather sought "to hold the Reinsurers responsible … based on the Reinsurers' conduct'"—specifically, the reinsurers' alleged control and management of Plaintiffs' defense. The court therefore concluded that the arbitration provision in the reinsurance contract did not apply to such a direct claim.

The court rejected the reinsurers' argument that the declaratory judgment claim against the reinsurers "related to" the arbitration agreement in the reinsurance policies because the Plaintiffs were seeking to directly benefit from the reinsurance policies. The court stated that "the record at hand is insufficient to prove that Plaintiffs are bound by the Reinsurance Contracts or that any arbitration provisions therein can be enforced on them." Finding the question of arbitration to be "premature" on the factual record presented, the court held that the parties should conduct discovery as to the question of arbitrability.

COMMENTS

The court drew a distinction between questions relating to the scope of an arbitration clause, which should be resolved in favor of arbitration, and the "threshold question" of whether an agreement to arbitrate exists between the two parties. The court emphasized that the "presumption in favor of arbitration" does not apply to the latter question, which requires a determination of whether a valid agreement to arbitrate between the parties exists in the first place.

Additionally, the decision reaffirms the well-established principle that a policyholder does not typically have a right of direct action against its insurer's reinsurer. However, as the court noted, exceptions to this general rule may exist based the conduct of the parties, such as the reinsurer's control or management of the original insured's defense.

Ninth Circuit Rules That Insurer Had No Duty To Defend Suit Alleging "Willful" Conduct Under State Statute

HOLDING

Affirming a California district court decision, the Ninth Circuit ruled that an insurer had no duty to defend a suit alleging that the insured engaged in willful conduct in violation of state statutory law. *United Talent Agency, LLC v. Markel American Insurance Co.,* 2025 U.S. App. LEXIS 6510 (9th Cir. Mar. 20, 2025).

BACKGROUND

United Talent Agency ("UTA") was sued by a competitor for allegedly stealing its clients and employees. Markel American, UTA's insurer, denied coverage based in part on California Insurance Code § 533, which states that an insurer "is not liable for a loss caused by the willful act of the insured." After UTA settled the underlying suit, it sued Markel American for breach of contract and bad faith based on the insurer's refusal to advance defense costs in the underlying action.

A California district court granted Markel American's summary judgment motion and the Ninth Circuit affirmed.

DECISION

Markel American's policy required it to advance "[c]laim [e]xpenses on a current basis" and defined claim expenses to include "the defense or appeal of…[a]ny claim for which coverage is afforded" under the policy. Thus, the central issue in dispute was whether the underlying suit against UTA gave rise to "a claim for which coverage is afforded." The court held that it did not.

Under § 533, an act is "willful" if it is "(1) deliberately done for the express purpose of causing damage, (2) intentionally performed with knowledge that damage is highly probable or substantially certain to result, or (3) an intentional and wrongful act in which the harm is inherent in the act itself."

The court concluded that the claims against UTA—including intentional interference and conspiracy to breach a fiduciary duty—required proof of willful conduct. Further, to the extent that some claims alleged "less culpable acts," the court held that such conduct was "part and parcel" of the willful scheme. The court stated: "Any allegedly non-willful acts were so closely related to UTA's conspiracy to harm CAA as to constitute the same course of conduct for purposes of § 533."

COMMENTS

The Ninth Circuit's decision reaffirms the principle that California Insurance Code § 533 is implied in all insurance policies subject to California law and coverage is precluded where the alleged conduct by the policyholder involves intentional and willful wrongdoing or negligent conduct so intertwined with the intentional and willful wrongdoing as to be inseparable from it.

Iowa Supreme Court Rules That Consumer Fraud Claims Against Contractor Do Not Allege An "Occurrence" Or "Property Damage" Under Liability Policy

HOLDING

Reversing an intermediate appellate court, the Iowa Supreme Court ruled that a consumer fraud suit against a contractor did not allege an "occurrence"—*i.e.,* an "accident"—that caused "property damage" for purposes of triggering general liability coverage. *Dostart v. Columbia Insurance Group,* 2025 Iowa Sup. LEXIS 48 (Iowa Apr. 18, 2025).

BACKGROUND

The coverage dispute arose after Tyler Custom Homes failed to complete a project within the contractually mandated time frame. The homeowners sued, alleging consumer fraud under Iowa statutory law, among other claims. Columbia, Tyler's general liability insurer, agreed to defend under a reservation of rights. A jury returned a verdict in favor of the homeowners on the consumer fraud claim and awarded both actual and exemplary damages.

When Columbia refused to indemnify the judgment, the homeowners filed a coverage action against Columbia. Columbia moved for summary judgment, which the trial court granted in part and denied in part. An intermediate appellate court affirmed, and the Iowa Supreme Court reversed.

DECISION

Columbia's policy covered "those sums that the insured becomes legally obligated to pay as damages because of…'property damage'" caused by an "occurrence," defined as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions."

The court ruled that consumer fraud is not an "occurrence" under Iowa precedent because it does not involve accidental conduct. The homeowners argued that the claim could constitute an occurrence because consumer fraud under the relevant Iowa statute can be based on reckless or potentially negligent conduct. The court rejected this assertion,

emphasizing the generally accepted principle (adopted by a majority of jurisdictions) that defective workmanship, standing alone and resulting only in damages to the work product itself, is not an occurrence under a general liability policy. Allowing coverage for faulty workmanship would "convert a routine business liability policy into a performance bond," the court noted.

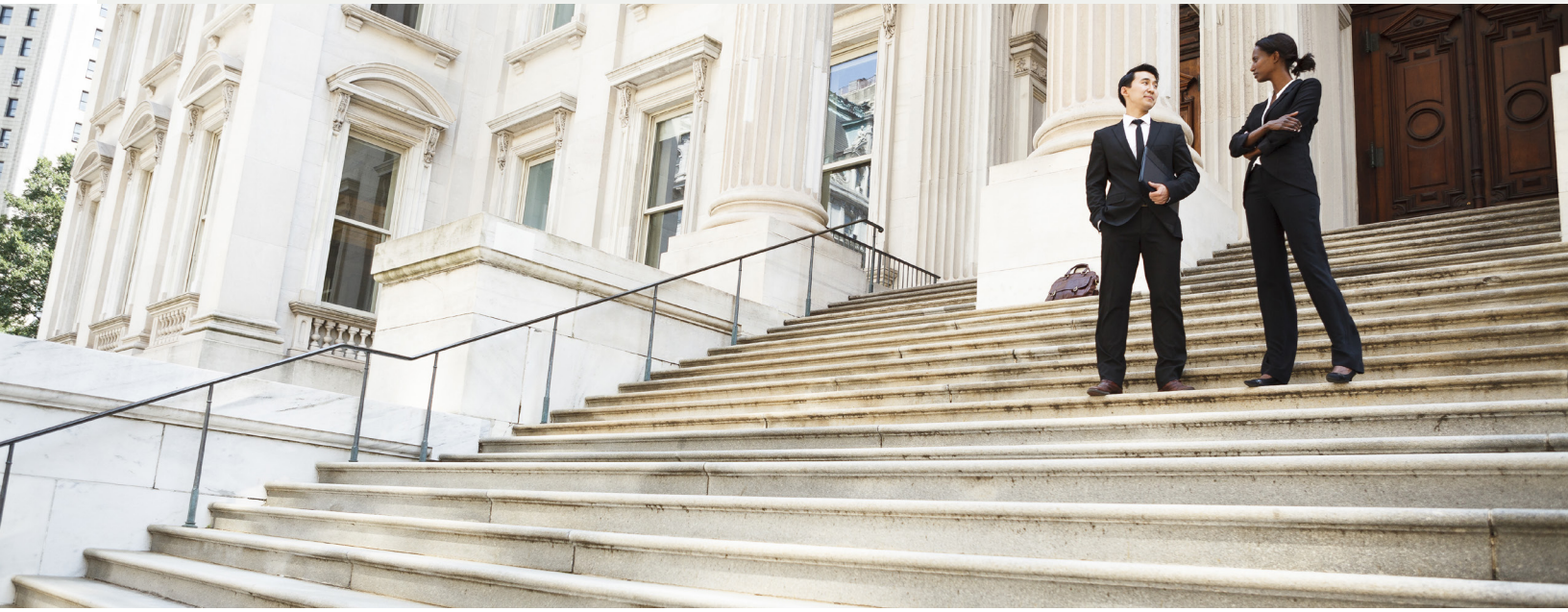
Additionally, the court held that damages to complete a project that a contractor was hired to construct are not damages for "property damage," defined as "physical injury to tangible property."

COMMENTS

In ruling that the consumer fraud claim did not constitute a covered occurrence, the court rejected the homeowners' contention that a distinction exists between common law consumer fraud claims and statutory consumer fraud claims. The homeowners argued that an Iowa Supreme Court decision that rejected coverage for a common law consumer fraud claim against a contractor was inapplicable to the present case because the common law claims have a stricter *mens rea* requirement than analogous statutory claims. The intermediate appellate court had accepted this argument, but the Iowa Supreme Court ruled that, notwithstanding any difference in *mens rea* standards between common law and statutory consumer fraud, the contractor's failure to build the home within the designated period did not constitute an occurrence under the policy.

Illinois Supreme Court Agrees To Answer Certified Question Relating To Scope Of Pollution Exclusion

The Illinois Supreme Court will address whether a pollution exclusion in a general liability policy bars coverage for environmental contamination claims where the industrial emissions at issue were allowed under a regulatory permit. *Griffith Foods International Inc. v. National Union Fire Insurance Co. of Pittsburgh, PA,* No. 24-1217 (Ill. Apr. 17, 2025).



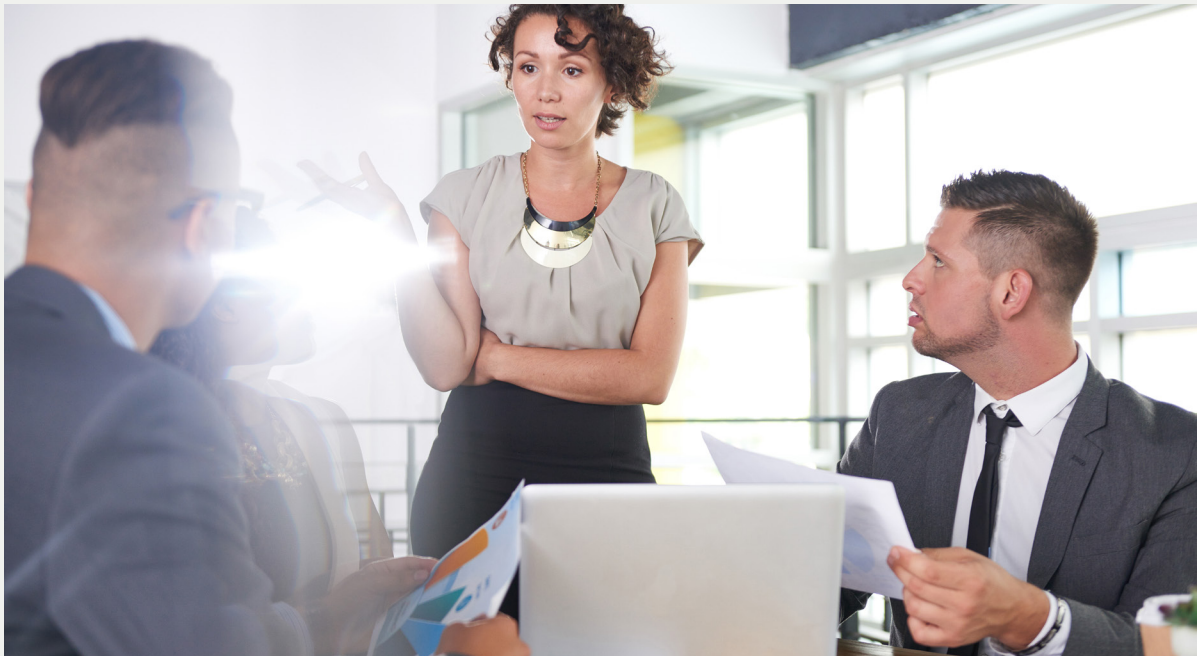
The coverage dispute centers on whether or not National Union has a duty to defend hundreds of bodily injury lawsuits against a medical supply sterilization plant based on its alleged emission of toxic chemicals into the surrounding air for decades. An Illinois district court held that a pollution exclusion did not apply because the policyholder's emissions were in accordance with a permit issued by the Illinois Environmental Protection Agency. In so ruling, the district court relied on *Erie Insurance Exchange v. Imperial Marble Corp.,* 957 N.E.2d 1214 (Ill. App. Ct. 2011), in which an Illinois appellate court ruled that a pollution exclusion was ambiguous as to whether it applied to emissions authorized by a regulatory permit.

On appeal, the Seventh Circuit highlighted uncertainty as to application of *Imperial Marble*. In particular, the Seventh Circuit emphasized that under Illinois Supreme Court precedent, a pollution exclusion squarely applies to bar coverage for "traditional environmental pollution," as alleged in the present case. *See American States Insurance Co. v. Koloms,* 687 N.E.2d 72 (Ill. 1997). Further, a Seventh Circuit decision seems to reject the reasoning adopted by the *Imperial Marble* court. In *Scottsdale Indemnity Co. v. Village of Crestwood,* 673 F.3d 715 (7th Cir. 2012), the Seventh Circuit rejected a policyholder's assertion that the pollution exclusion does not apply to perchloroethylene-contaminated drinking water because the amount of perchloroethylene in the town's water supply was below the maximum level permitted by environmental regulations.

Given the importance of this legal issue and the uncertainty created by *Imperial Marble*, the Seventh Circuit certified the following question to the Illinois Supreme Court:

> In light of the Illinois Supreme Court's decision in *American States v. Koloms,* 687 N.E.2d 72 (1997), and mindful of *Erie Insurance Exchange v. Imperial Marble Corp.,* 957 N.E.2d 1214 (2011), what relevance, if any, does a permit or regulation authorizing emissions (generally or at particular levels) play in assessing the application of a pollution exclusion within a standard-form commercial general liability policy?

Last month, the Illinois Supreme Court agreed to answer the question. We will keep you posted on further developments in this matter.



California Supreme Court Declines To Depublish Recent Decision Relating To Coverage For Wildfire-Related Damage

Our February 2025 Alert reported on *Gharibian v. Wawanesa General Insurance Co.*, 2025 Cal. App. LEXIS 64 (Cal. Ct. App. Feb. 7, 2025), in which a California appellate court held that the presence of ash and debris on insured property, stemming from a nearby wildfire, did not constitute direct physical loss under the policy. The appellate court emphasized that, under California law, direct physical loss requires "a distinct, demonstrable, physical alteration to property" and that the debris was easily cleaned or removed.

This month, the California Supreme Court declined to depublish the appellate court decision, paving the way for insurers to cite the decision as binding authority in future coverage litigation arising out of wildfires. *See Gharibian v. Wawanesa General Insurance Co.*, 2025 Cal. LEXIS 2464 (Apr. 30, 2025). *Gharibian* reinforces limitations regarding property coverage and the burden on policyholders to establish a "physical alteration" to property—not only for wildfire-related cleanup expenses, but also for other contexts in which the underlying alleged "damage" can be easily remedied through simple cleaning measures.

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.

Summer Craig
+1-212-455-3881
scraig@stblaw.com

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

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

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

Laura Lin
+1-650-251-5160
laura.lin@stblaw.com

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

Joshua Polster
+1-212-455-2266
joshua.polster@stblaw.com

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

Alan C. Turner
+1-212-455-2472
aturner@stblaw.com

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

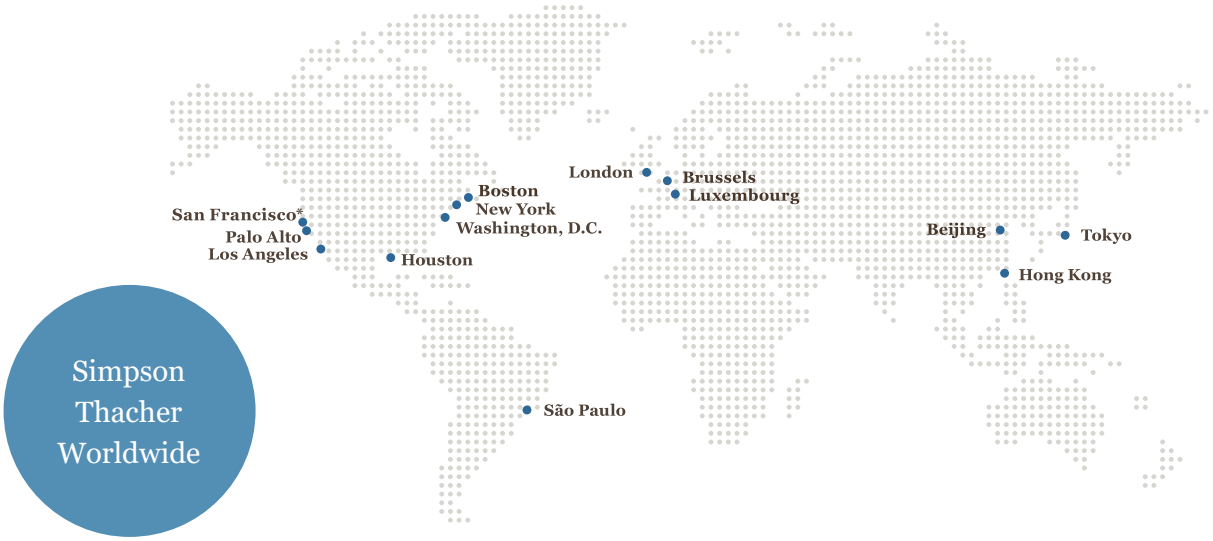
Matthew C. Penny
+1-212-455-2152
matthew.penny@stblaw.com

Sarah E. Phillips
+1-212-455-2891
sarah.phillips@stblaw.com

Abigail W. Williams
+1-202-636-5569
abigail.williams@stblaw.com

This edition of the
Insurance Law Alert
was prepared by
Joshua Polster / +1-212-455-2266
joshua.polster@stblaw.com,
Matthew C. Penny / +1-212-455-2152
matthew.penny@stblaw.com
and Karen Cestari
kcestari@stblaw.com.

Simpson
Thacher



Simpson Thacher Worldwide

** In April 2025, Simpson Thacher announced plans to expand its Bay Area presence with an office in San Francisco.*

UNITED STATES

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

Boston
855 Boylston Street, 9th Floor
Boston, MA 02116
+1-617-778-9200

Houston
600 Travis Street, Suite 5400
Houston, TX 77002
+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.
900 G Street, NW
Washington, D.C. 20001
+1-202-636-5500

EUROPE

Brussels
Square de Meeus 1, Floor 7
B-1000 Brussels
Belgium
+32-2-504-73-00

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

Luxembourg
Espace Monterey
40 Avenue Monterey
L-2163 Luxembourg
Grand Duchy of Luxembourg
+352-27-94-23-00

ASIA

Beijing
6208 China World Tower B
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

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