Insurance Coverage & Regulation

The Insurance Coverage & Regulation Practice Area is broad in scope and reach, and our attorneys have substantial experience in issues that run the breadth of the industry.

Our attorneys have extensive experience providing counsel to clients and litigating practically every type of property, casualty, personal and commercial auto, life, health, workers' compensation, disability, and long-term care coverage as well as facultative and treaty reinsurance, captives, and syndicates. Our attorneys are often called upon to provide advice on policy and coverage requirements in longstanding and established areas of insurance as well as emerging and developing fields such as cyber liability. They are intimately familiar with insurance coverages and underwriting concerns and have a working knowledge of the sophisticated statutes, regulations, administrative orders, and applicable judicial authority.

Our attorneys:

- Routinely litigate insurance-related disputes throughout the United States and participate in arbitration and mediation proceedings when appropriate. We have been responsible for a number of coverage trials and leading appellate decisions.
- Assist clients with evaluating and resolving insurance and risk-management issues and crafting risk-transfer mechanisms to minimize exposures and reduce claims.
- Advise on claims-handling issues, operations and compliance issues, licensing, and complaints before state insurance departments. Our attorneys routinely interact with insurance regulators such as the Office of the Superintendent of Financial Institutions and UK and Canadian regulatory authorities on a wide variety of matters.
- Audit and counsel on reinsurance claims handling and presentation, XPL and ECO losses, contract construction and interpretation, reserves, risk management, and other subjects.

Our attorneys have a depth of experience in a variety of specialized topics, including transportation risk and commercial auto litigation representing trucking and bus companies, transportation brokers, garages, and tow operators; first-party claims such as arson and misrepresentation; bad faith and extracontractual disputes; rail-disaster-claim administration; and premium and classification disputes.

Our insurance coverage and regulation attorneys provide prompt, comprehensive, and relevant advice to clients on pending insurance issues, including through the publication of monthly insurance coverage email alerts, and offer real-world solutions to resolve complex problems.

Representative Experience

- Defending a national insurer against claims by the insured for breach of contract and bad faith relating to underlying sexual abuse claims.
- Defended a national insurer against claims by additional insureds and their carriers concerning priority of coverage issues and estoppel arguments based on prior representations.
- Defending a national insurer against claims by the insured for breach of contract and bad faith for underlying personal injury claims stemming from a landslide.
- Secured summary judgment in favor of insurance broker where insureds alleged broker was negligent in failing to secure higher coverage limits for the subject property, which was affirmed by the Appellate Division, Third Department.
- Secured summary judgment in favor of the insurer where the insured disputed the extent of coverage as barred by the policy's limitations provision, which was affirmed by the Second Circuit.

- Successfully appealed a denial of summary judgment in favor of the insurer where the insured sought to challenge the insurer's actual cash value award after resolving the claim with the insurer. The Appellate Division, Third Department reversed the trial court's order and granted the insurer's motion for summary judgment dismissing the complaint.
- Successfully persuaded an appeals court to uphold summary judgment in favor of the client insurer, holding that exposure under the state financial responsibility filing was limited to statutory minimums and not the policy limit.
- Persuaded a federal district court that a loss arising out of negligence of the named insured's employee in operating a motor vehicle fell within several specific exclusions of the client insurer's commercial general liability policy.
- Persuaded a federal appeals court that the MCS-90 regulatory endorsement did not create a duty to defend a bodily injury action against an insured motor carrier where the policy itself provided no coverage.
- Successfully defended coverage action by persuading the federal appellate court that the client insurer's non-trucking exclusion barred coverage where a loss occurred while an insured driver was looking for a place to sleep between deliveries.
- Successfully defended coverage action by persuading the federal appellate court that the client insurer's non-trucking exclusion barred coverage where the loss occurred while the insured driver was returning home after multiple deliveries for a motor carrier.
- Successfully defended coverage action by persuading the federal appellate court that the client insurer's coverage for hired autos was excess.
- Persuaded a federal appeals court that an insurer's statutory duty under NYS law to disclaim coverage under the contingent policy was not triggered until the adversary produced a copy of the other policy in discovery.
- Assisted a mid-Atlantic property insurer in transitioning personal lines coverage to new products by drafting forms and liaising with the NYS Department of Financial Services.
- Successfully defended an insurance company in NYS court against a plaintiff alleging the insurer owed coverage for a water loss under a property insurance policy.
- Successfully represented an insurer in a nationally cited leading construction defect coverage decision that held that, without alleged damage outside the scope of the insured’s work product, faulty workmanship claims do not allege an "occurrence" as contemplated by a comprehensive general liability policy.
- Successfully defended an insurance company in federal court against a plaintiff alleging the insurer owed coverage under an insurance policy issued to a roofing contractor that performed allegedly defective work. The court agreed with the client's position that all claims should be dismissed pursuant to the “no direct action” doctrine.
- Successfully represented an insurer in an insurer versus insurer dispute involving a significant underlying construction accident and disputed issues of coverage for contractual and common-law indemnification claims. The NYS Appellate Division, Fourth Department agreed that the client's excess general liability policy was inapplicable, resulting in a high six-figure recovery.
- Successfully convinced the Illinois Appellate Court to uphold summary judgment in favor of the insurer client, holding that exposure under the state financial responsibility filing was limited to statutory minimums and not the policy limit.
- Successfully persuaded the US District Court for the Eastern District of New York that a loss arising out of the negligence of the named insured's employee in operating a motor vehicle fell within several specific exclusions of the client's commercial general liability policy.
- Successfully persuaded the US Court of Appeals for the Ninth Circuit that the regulatory endorsement MCS-90 did not create a duty to defend bodily injury action against the insured motor carrier where the policy itself provided no coverage.

- Successfully defended a coverage action by persuading the US Court of Appeals for the Sixth Circuit that the client's non-trucking exclusion barred coverage where the loss occurred while the insured driver was looking for a place to sleep between deliveries.
- Successfully defended a coverage action, persuading the US Court of Appeals for the Sixth Circuit that the client's non-trucking exclusion barred coverage where the loss occurred while the insured driver was returning home after multiple deliveries for a motor carrier.
- Successfully defended a coverage action by showing the US Court of Appeals for the First Circuit that the client's insurer's coverage for hired autos was excess.
- Represented an insurance company in persuading the US Court of Appeals for the Second Circuit that, under New York law, the insurer's statutory duty to disclaim coverage under the contingent policy was not triggered until the adversary produced a copy of the other policy in discovery.
- Worked with a Lloyd's coverholder to develop and draft a cutting-edge line of specialty accident and disability income policies.
- Represented a large private university in Upstate New York on its rights to insurance coverage with regard to multiple sexual harassment claims.
- Obtained summary-judgment dismissal of a complaint against the county and district attorneys that sought $9 million in damages for malicious prosecution.
- Obtained pre-answer dismissal of claims against a life insurance carrier that its agents had misrepresented the cost and probable return on flexible premium adjustable benefit life insurance policies.
- Successfully counseled an insurer-client and convinced insured's counsel regarding pursuit of coverage for a grave-injury suit under the opposing insurer's unlimited employer's liability coverage while successfully navigating anti-subrogation rule. Obtained an appellate-level decision affirming that this unlimited coverage had been triggered.
- Secured discontinuance of insurer's subrogation claim, alleging breach of contract, breach of duties under the Carmack Amendment (49 U.S.C. Sec. 14706), and breach of bailment for de minimis settlement based on role as freight co-broker, as evidenced by subject insurance policies, indemnity provisions, and certificates of insurance.
- Secured a dismissal of claims against an insurer by the contractor who performed services for the insured based upon the lack of any agreement between the insurer and contractor, which was affirmed by the Appellate Division, Fourth Department.