



# WHAT IN-HOUSE COUNSEL NEED TO KNOW ABOUT INSURANCE

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## PRESENTER

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Vince Morgan leads Bracewell's coverage practice, which represents corporate policyholders rather than insurance companies. Vince has helped clients recover billions of dollars in insurance claims, litigation and arbitration involving a wide variety of coverage matters. He is perennially ranked by Chambers USA, Best Lawyers in America (including being named "Lawyer of the Year" multiple times), Super Lawyers and others. His work extends to *pro bono* matters as well, where he has also recovered millions of dollars for individuals and legal aid organizations on insurance issues.

Mr. Morgan is a past Chair of the Insurance Law Section of the State Bar of Texas, a fellow of the American College of Coverage Counsel, and a member of the Editorial Board of West's *Insurance Litigation Reporter*. He is a co-author of several leading reference authorities on insurance coverage, including West Publishing's CAT Claims: Insurance Coverage for Natural and Man-Made Disasters, in which he authored the chapters on risk management, the claims process and business interruption.

# INSURANCE LAWYERS

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# OVERVIEW

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- Introduction
- Why the Words Matter
- Getting It Right When Placing Coverage
- Key Commercial Coverages
- The Claims Process
- Additional Insured Issues
- Hot Topics
  - D&O/Reps and Warranties Coverage
  - Winter Storm Issues
- Takeaways



# Why the Words Matter

## WHY THE WORDS MATTER

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“Insurance is different.”

*E.I. DuPont de Nemours & Co. v. Pressman*, 679 A.2d 436, 447 (Del. 1996).

## WHY THE WORDS MATTER

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“We note at the outset that the insurance claim process is inherently adversarial. The adversarial process begins as soon as a claim is filed and ends only when the resolution of the claim is finally determined and accepted by the parties.”

*Barbara Technologies Corp. v. State Farm Lloyds*, 2019 WL 2710089 (Tex. 2019)

# WHY THE WORDS MATTER

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“Most of the disputes in the world arise from words.”

*Morgan v. Jones* [1773] Lofft 160, 176; 98 All E.R. 587, 596.

# Getting It Right When Placing Coverage

# COMPONENTS OF A TYPICAL INSURANCE POLICY

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- Declarations Page
- Insuring Agreements
- Exclusions
- Definitions
- Conditions
- Endorsements



# Key Commercial Coverages

# KEY COMMERCIAL COVERAGES

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## Main First Party Coverage

- Commercial property coverage typically includes:
  - Loss of or damage to property
  - Business interruption
  - Contingent business interruption
  - Service interruption
  - Ingress/egress
  - Preservation and protection of property
  - Claim preparation expense



# KEY COMMERCIAL COVERAGES

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## Other Common First Party Coverages

- Kidnap and ransom
- Control of well coverage
- Construction all risk
- Reps and Warranties

# KEY COMMERCIAL COVERAGES

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## Main Third Party Coverage

- Commercial General Liability (“CGL”) coverage typically includes:
  - Four primary coverages
    - bodily injury
    - property damage
    - personal and advertising injury
  - Two primary benefits
    - Duty to defend
    - Duty to indemnify

# KEY COMMERCIAL COVERAGES

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## Other Common Third Party Coverages

- Directors & officers
- Employment practices
- Pollution/environmental
- Workers' compensation and employer's liability

# KEY COMMERCIAL COVERAGES

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## Package Policies

- Cyber
- Aviation hull & liability
- Umbrella coverage

## PRIOR TO A LOSS

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- Reviewing and evaluating proposed policies
- Getting it right from the start:
  - Good policies tend to lead to good claims
  - Bad policies tend to lead to bad claims

## GOOD POLICIES LEAD TO GOOD CLAIMS

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- Read the policy for and against the insured
- Read the policy for terms that give the insurer bad incentives
- Read the policy like the insurer's counsel will

# Some Examples

# COVERAGE DISASTERS

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- This policy language:  
  
“This insurance does not apply to ‘bodily injury’, ‘property damage’ or ‘personal and advertising injury’ arising directly or indirectly out of . . . animals.”



# COVERAGE DISASTERS

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“This insurance does not apply to ‘bodily injury’,  
‘property damage’ or ‘personal and advertising  
injury’ arising directly or indirectly out of . . .  
animals.”

Appeared in a liability policy

# COVERAGE DISASTERS

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- This policy language:  
  
“This insurance does not apply to ‘bodily injury’,  
‘property damage’ or ‘personal and advertising  
injury’ arising directly or indirectly out of . . .  
animals.”

Appeared in a liability policy  
  
. . . for a saddle club.

*Colony Ins. Co. v. Burleson County Saddle Club, Inc.,*  
2018 WL 3946548 (W.D. Tex. Aug. 16, 2018).

# TERMS AGAINST THE INSURED'S INTEREST

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- This policy language:  
  
“This insurance does not apply to [b]odily injury or property damage arising out of the conduct of or participation in, or preparation for, any parachuting activities.”

# TERMS AGAINST THE INSURED'S INTEREST

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“This insurance does not apply to [b]odily injury or property damage arising out of the conduct of or participation in, or preparation for, any parachuting activities.”

Appeared in a CGL policy for an airport

# TERMS AGAINST THE INSURED'S INTEREST

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- This policy language:

**“This insurance does not apply to [b]odily injury or property damage arising out of the conduct of or participation in, or preparation for, any parachuting activities.”**

Appeared in a CGL policy for an airport  
... that operated a skydiving business.

*U.S. Specialty Ins. Co. v. Sussex Airport, Inc., No. 15-5494 (D.N.J. May 9, 2016).*

# TERMS WITH BAD INCENTIVES FOR THE INSURER

## CORPORATE KIDNAP AND RANSOM/EXTORTION INSURANCE

### DECLARATIONS

#### Item II. Limits of Insurance

A. Covered Loss A: \$ <u>3,000,000</u> each loss;	Ransom Monies: \$ <u>Not applicable</u> each annual aggregate
B. Covered Loss B: \$ <u>3,000,000</u> each loss;	In-transit/Delivery: \$ <u>Not applicable</u> each annual aggregate
C. Covered Loss C: \$ <u>3,000,000</u> each loss;	Expenses: \$ <u>Not applicable</u> each annual aggregate
D. Covered Loss D: \$ <u>Unlimited</u> each loss;	Consultant Expenses: \$ <u>Not applicable</u> each annual aggregate
E. Covered Loss E: \$ <u>3,000,000</u> each loss;	Judgements, Settlements, and Defense Costs: \$ <u>Not applicable</u> each annual aggregate
F. Covered Loss F: \$ <u>100,000</u> each person;	Death or Dismemberment: \$ <u>1,000,000</u> each incident

## Problem Policy Language

# TERMS WITH BAD INCENTIVES FOR THE INSURER

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D. Covered Loss D: \$ <u>Unlimited</u> each loss;	Consultant Expenses: \$ <u>Not applicable</u> each annual aggregate
E. Covered Loss E: \$ <u>3,000,000</u> each loss;	Judgements, Settlements, and Defense Costs: \$ <u>Not applicable</u> each annual aggregate
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See anything  
off with this  
picture?

# TERMS WITH BAD INCENTIVES FOR THE INSURER

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- **Never forget definitions**



# TERMS WITH BAD INCENTIVES FOR THE INSURER

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## 23. Products – completed operations hazard:

**Problem**

. . .

**Definition**

- b. Does not include bodily injury or property damage arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

# TERMS WITH BAD INCENTIVES FOR THE INSURER

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## 23. Products – completed operations hazard:

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### Why?

- b. Does not include bodily injury or property damage arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

# THINKING LIKE INSURER COUNSEL

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## ■ A more common version:

Section The Exclusions is amended by the addition of the following:

any Claim based upon or arising out of any violation of:

- (a) the Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;
- (b) the CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation; or
- (c) any other statute, law, rule, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of information or other material.

# READ POLICY TERMS AT FACE VALUE

Even a  
margin  
note

  
**COMMONWEALTH**  
COMMONWEALTH INSURANCE COMPANY  
(hereinafter called "the Company")  
P.O. Box 46115, Bental Tower Three, 590, Sanford Street, Suite 1500, Vancouver, BC, Canada V7X 1S4

**DECLARATIONS**

Policy Number: US8747

**NAMED INSURED:**

**MAILING ADDRESS:**

**PERIOD OF INSURANCE:** From: 2 January 2011  
To: 2 July 2012

**PREMIUM:** \$ 119,640  
**TRIPRA:** \$ 5,835  
\$ 125,383

**MINIMUM PREMIUM:** In consideration of the premium charged and subject to the terms, exclusions, limits and conditions of this Policy, not in conflict herewith, the minimum earned premium due to the Company is twenty-five percent (25%) of the total invoiced annual Policy premium, including any applicable taxes and surcharges, regardless of the actual term of this Policy.

However, if this Policy is cancelled by the Company prior to the expiration date, the earned premium shall be computed pro rata and the terms and conditions of this minimum earned premium provision shall be null and void.

**NOTIFICATION OF LOSS TO:** Risk Placement Service, Dallas, TX  
**LOSS, IF ANY, IS PAYABLE TO:** Insured or Order


In consideration of the premium specified above (or specified in the form or endorsement(s) attached hereto) and of the conditions and other terms of this Policy and of the form or endorsement(s) attached hereto, the Company does insure the above Named Insured (hereinafter called the "Insured") from inception date shown above to expiration date shown above, both dates at 12:01 A.M. Standard Time at the location of the insured property, to an amount not exceeding the limit(s) of liability or specified in the form or endorsement(s) attached hereto. To the extent that coverage in this Policy replaces coverage in other policies terminating upon Standard Time at the inception date of this Policy, coverage under this Policy will not become effective until such other coverage has terminated.

**THE CONDITIONS ATTACHED FORM PART OF THIS POLICY.**

This Policy is made and accepted subject to the foregoing provisions, and to such other provisions, stipulations, agreements or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the Company in whole or in part unless the waiver is clearly expressed in writing signed by the person(s) authorized for that purpose by the Company. Neither the Company nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.

IN WITNESS WHEREOF, the Company through its representative(s) duly authorized by it for this purpose have executed and signed this Policy.

**COMMONWEALTH INSURANCE COMPANY**

Per: 

(Rev. 05 March 2007) 17022

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

# The Claims Process

## HOW CAN THIS HELP IN MAKING A CLAIM?

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- Read insurance policy terms at face value
- Read insurance policy terms for ambiguity
- Consider every way insurance policy terms could be read or interpreted

# TERMS AGAINST THE INSURED'S INTEREST

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- B. This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

...

## Problem Policy Language

4) lack of the following services:

- a) incoming electricity, fuel, water, gas, steam or refrigerant;
- b) outgoing sewerage;
- c) incoming or outgoing voice, data or video,

all when caused by an event off the insured location, except as provided in the SERVICE INTERRUPTION coverages of this Policy. But, if the lack of such a service directly causes insured physical damage on the insured location, then only that resulting damage is insured.

# TERMS AGAINST THE INSURED'S INTEREST

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# TERMS AGAINST THE INSURED'S INTEREST

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Why?

Insured is  
a phone  
company.

B. This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

...

4) lack of the following services:

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all when caused by an event off the insured location, except as provided in the SERVICE INTERRUPTION coverages of this Policy. But, if the lack of such a service directly causes insured physical damage on the insured location, then only that resulting damage is insured.

# THINKING LIKE INSURER COUNSEL

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## D. Exclusions

The Insurance under this “PART TWO” does not cover:

**Problem  
Policy . . .  
Language**

4. Injury, damages, claim or suit for any consequence, whether direct or indirect, proximately or remotely, occasioned by or contributed to by Terrorism.
  
13. Terrorism means the use or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt an segment of the economy.

# THINKING LIKE AN INSURER COUNSEL

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## D. Exclusions

The Insurance under this “PART TWO” does not cover:

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# THINKING LIKE INSURER COUNSEL

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“Use or threatened use of force or violence against persons or property . . . when the effect is to intimidate or coerce . . . the civilian population or any segment thereof, or to disrupt any segment of the economy.”



**Terrorism?**

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# THINKING LIKE INSURER COUNSEL

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- Insurer argued terrorism exclusion applied to claim by oil rig workers who were kidnapped for ransom, and injured by shooting in the process because the kidnappers:
  - (i) intimidated all of the vessel workers, who were a “segment of the population,” and
  - (ii) interrupted oil rig operations for several days, which was a “segment of the economy.”

*Johnson v. PPI Tech. Services, L.P.*, CIV.A. 11-2773, 2013 WL 6665996, at \*1 (E.D. La. Dec. 17, 2013) (rejecting insurer’s argument and holding insurer had a duty to defend)

# READ POLICY TERMS AT FACE VALUE

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When used in this policy:

A. **Claim** means:

1. a written demand for monetary damages,
2. a civil proceeding commenced by the service of a complaint or similar pleading,
3. a criminal proceeding commenced by a return of an indictment, or
4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

# READ POLICY TERMS AT FACE VALUE

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## ■ What can be a claim?

- A Lawsuit
- A Demand Letter

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## ■ What can be a claim?

- A Lawsuit
- A Demand Letter
- A PowerPoint?



# READ POLICY TERMS AT FACE VALUE

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When used in this policy:

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2. a civil proceeding commenced by the service of a complaint or similar pleading,
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4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

- “In this case, there is a genuine issue of material fact regarding whether the PowerPoint presentation constitutes ‘a written demand for monetary damages.’”

*Foundation Health Services, Inc. v. Zurich Am. Ins. Co.*, CV 15-59-JJB-EWD, 2016 WL 1623761, at \*3 (M.D. La. Apr. 20, 2016) (denying summary judgment motion on issue of when claim was made).

# READ TERMS EVERY WAY THEY CAN BE READ

- **Last Example:**
- **The Kaloko Dam in Kilauea, Kaua'i collapses.**
- **The responsible insured has its home office at 311 Pacific Street in Honolulu.**



# READ TERMS EVERY WAY THEY CAN BE READ

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- The insured's CGL Policy included a Designated Premises Endorsement:

## **Limitation of Coverage to Designated Premises**

**This insurance applies only to “bodily injury,”  
“property damage,” or “personal and advertising  
injury” arising out of the ownership, maintenance  
*or use* of the premises shown in the above schedule.**

(emphasis added).

# READ TERMS EVERY WAY THEY CAN BE READ

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- The Hawaii Supreme Court held that the policy did cover claims against the insured arising out of the dam collapse.
- “[T]he injury and damage arguably relate to [the insured’s] ‘use’ of its corporate headquarters to make negligent business decisions.”
- “[W]e hold that the DPE unambiguously provides coverage for negligence claims arising out of the use of C. Brewer’s corporate headquarters.”

*C. Brewer & Co., Ltd. v. Marine Indem. Ins. Co. of Am.*, 135 Hawai'i 190, 200, 347 P.3d 163, 173 (2015).

## HOW CAN THE LAW HELP IN MAKING A CLAIM?

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“The objective of an insurance policy is to insure; courts should not construe policies otherwise unless the language clearly requires it.”

*Warrilow v. Norrell*, 791 S.W.2d 515 (Tex. App.—Corpus Christi 1989, writ denied).

“The purpose of an insurance company is to indemnify its insureds.”

*Am. Home Assurance Co. v. Unauthorized Practice of Law Comm.*, 121 S.W.3d 831, 839 (Tex. App.—Eastland 2003, pet. filed), *aff’d in part as modified, rev’d in part*, 261 S.W.3d 24 (Tex. 2008).

# THE CLAIMS PROCESS – PROPERTY CLAIMS

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- Post-Loss: Property Claims
  - Initial Steps:
    - Assess coverage
    - Notify carriers (followed by formal proof of loss)
    - Assemble the right claim team
    - Assess and quantify losses
    - Track costs
    - Preserve carrier rights (sue and labor, subrogation, salvage, inspection of property, books and records, etc.)
  - Proof of Loss, Contractual Limitations, Appraisal

# THE CLAIMS PROCESS – LIABILITY CLAIMS

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- Liability Claims
  - Assess Coverage
  - Notice
  - Cooperation
  - Assess denials and reservations of rights
  - Spot reimbursement claims
  - Other Insurance
  - Indemnity Issues
  - Special Considerations
    - Multiple claims
    - Coordination with defense strategy

# THE “LAWYERING” OF INSURANCE ISSUES

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- Litigating a Coverage Dispute
  - Choice of law and forum
  - Declaratory judgment
  - Burdens of proof
  - Extra-contractual claims
    - Bad faith
    - Prompt payment



# Additional Insured Issues

# ADDITIONAL INSURANCE

## Some examples after *Deepwater Horizon*:

<i>Liberty Surplus Ins. Corp. v. Exxon Mobil</i> , 483 S.W.3d 96 (Tex. Ct. App. —Houston [14 <sup>th</sup> Dist.] 2015, pet. denied)	Additional insureds are those “whom you have agreed to add as an additional insured by written contract but only with respect to liability arising out of your operations or premises owned by you.”	Look to contract only to identify additional insured, not for scope of coverage
<i>Ironshore Specialty Ins. Co. v. Aspen Underwriting, Ltd.</i> , 788 F.3d 456 (5 <sup>th</sup> Cir. 2015)	Additional insureds are those “to whom insured is obliged by a written “Insured Contract” . . . but only with respect to: i) liability arising out of operations conducted by the insured or on its behalf.”	Enough like <i>Deepwater</i> , look to the contract for scope of coverage
<i>L-Con, Inc. v. CRC Ins. Servs, Inc.</i> , 122 F.Supp.3d 627 (S.D. Tex. 2015).	Additional insureds are those “that you have agreed to and/or are required to by contract name as an additional insured . . . but only with respect to liability arising out of “your work” for that insured by or for you.”	Policies “effectively direct” the court to consider the contract

# ADDITIONAL INSURED ISSUES

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# Hot Topics D&O Coverage

# D&O INSURANCE – RECENT DEVELOPMENTS

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- Coverage for appraisal actions
  - *Solera Holdings, Inc. v. XL Specialty Ins. Co.*
- *Nine West* case
  - Prior directors and officers may be at risk for future events
- Oversight claims
  - Delaware courts more receptive to oversight claims (*Marchand, Clovis Oncology, Hughes v. Hu and Teamsters v. Chou*)
- Hard Market
  - More important than ever for lawyers to work together with risk managers and brokers to deal with D&O issues

# Hot Topics

## Reps and Warranties Coverage

# REPS AND WARRANTIES COVERAGE

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- Net Working Capital adjustments

## III. EXCLUSIONS

The **Insurer** has no obligation to make payment for that portion of **Loss** that the **Insurer** is able to prove:

. . . .

D. arises out of amounts accounted for or included in the calculation of the aggregate purchase price adjustment set forth in Section 1.5 of the **Purchase Agreement** (with the intent of this provision to merely be to avoid “double counting” and not to limit any right to recover for **Loss** that arises out of or results from any **Breach** in excess of the amount of such **Loss** that adjusts the purchase price pursuant to such adjustment)

. . . .

If only part of the **Loss** is excluded under this Section III, the **Insurer** is liable for the portion of the **Loss** which is not excluded.

- ADR Provisions

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# Hot Topics

## Winter Storm Issues





# INSURING PROVISIONS

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- **Service Interruption**
  - Differs by policy
  - Resulting damage v. off-premises coverage
  - Covered cause of loss v. any accident
  - Qualifying periods/waiting periods
- **Contingent Business Interruption**
- **Dependent Properties**
  - Customer/Supplier/Attraction

# INSURING PROVISIONS

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- Civil Authority

- Guidance v. order
- Geographic limitations

- Ingress/Egress

- Preservation of Property

- Minimal use of power to prevent freezing
- Potential coverage in the absence of damage or a total loss of power

# APPLICATION TO LOSSES

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- Sub-limits
- Number of occurrences
  - Multiple/conflicting CAT designations
- Stacking
- Coverage extensions triggering other coverage extensions

# DAMAGES

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- Wide-area catastrophe impact on business interruption losses
- Proving Damages
  - Evidentiary issues
  - Create a timeline

## PROTECTION AND PRESERVATION OF PROPERTY

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2. To indemnify the Assured for any sum or sums which the Assured may be obligated to pay or incurs as expenses, on account of:

- (a) Sue and Labor Expense arising from an Occurrence covered hereunder where in the event of an actual or imminent covered physical loss or physical damage to property not otherwise excluded, it shall be lawful and necessary for the Assured, his, its or their factors, servants and assigns to sue, labor and travel for, in and about the defense, safeguard and recovery of the insured property, or any part thereof . . . .

\* \* \* \* \*

**“Sue and Labor Expense”** means expenses reasonably and necessarily incurred by the Assured for the preservation and protection of property covered under this policy.

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# Takeaways

## TAKEAWAYS

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- 1 hour of CLE credit
- 10 Tips for Handling Insurance Issues



# PRACTICAL TIPS FOR HANDLING INSURANCE ISSUES

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1. Read the Policy.

# PRACTICAL TIPS FOR HANDLING INSURANCE ISSUES

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1. Read the Policy.
2. Read the Policy. Again.

# PRACTICAL TIPS FOR HANDLING INSURANCE ISSUES

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1. Read the Policy.
2. Read the Policy. Again.
3. Loss Prevention Is Best, But Loss Mitigation Is the Next Best Thing.

# PRACTICAL TIPS FOR HANDLING INSURANCE ISSUES

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1. Read the Policy.
2. Read the Policy. Again.
3. Loss Prevention Is Best, But Loss Mitigation Is the Next Best Thing.
4. It (Usually) Doesn't Hurt to Ask.

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1. Read the Policy.
2. Read the Policy. Again.
3. Loss Prevention Is Best, But Loss Mitigation Is the Next Best Thing.
4. It (Usually) Doesn't Hurt to Ask.
5. Review New Policies When They Arrive.

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6. Additional Insured Status – Treat the Coverage Like It Was Your Own.

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7. Keep the Policies.

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5. Review New Policies When They Arrive.
6. Additional Insured Status – Treat the Coverage Like It Was Your Own.
7. Keep the Policies.
8. Comply with the Policy – Coverage May Depend on it.



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4. It (Usually) Doesn't Hurt to Ask.
5. Review New Policies When They Arrive.
6. Additional Insured Status – Treat the Coverage Like It Was Your Own.
7. Keep the Policies.
8. Comply with the Policy – Coverage May Depend on it.
9. Never Assume There Is No Coverage.

# PRACTICAL TIPS FOR HANDLING INSURANCE ISSUES

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1. Read the Policy.
  2. Read the Policy. Again.
  3. Loss Prevention Is Best, But Loss Mitigation Is the Next Best Thing.
  4. It (Usually) Doesn't Hurt to Ask.
  5. Review New Policies When They Arrive.
  6. Additional Insured Status – Treat the Coverage Like It Was Your Own.
  7. Keep the Policies.
  8. Comply with the Policy – Coverage May Depend on it.
  9. Never Assume There Is No Coverage.
  10. When You Think There Is No Coverage, Look for Another Route.
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# WHAT IN-HOUSE COUNSEL NEED TO KNOW ABOUT INSURANCE

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