

Reed Smith, LLP

# What every in-house counsel should know about Texas insurance

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**ReedSmith**  
Driving progress  
through partnership

# Insurance Placement

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Be proactive in asking for key terms – **You're the customer**

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Be aware of what you bought and how that impacts claims handling

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Application and Disclosure Issues



# Certificates of Insurance

**How this works in practice**

**What in-house counsel should know – What outside counsel would want in a perfect world**

# Indemnity Agreements – **Key terms** to focus on

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**Additional Insured Status  
– be specific**

**Waivers of subrogation**

**Primary and  
noncontributory**

**No cross-liability  
exclusion**

**Rights to access  
policies or at a  
minimum disclose COI**

**Exxon Issue**

**Practical advice**

# Notice Requirement

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**Know what your policy requires: “Claims made” versus “occurrence”**

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**Send demands to contracting parties, invoking your rights to coverage as an additional insured and demanding indemnification**

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**Do I give notice of something that might not be a big deal or looks like it will be within the retention? Won't that impact my premiums?**

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**Notice to broker not necessarily notice to insurer**

# Insurer-appointed Counsel



**Managing Insurer-  
appointed counsel**

**Right to Independent  
Counsel**

# Contact Us

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# Thank you!