WIGGIN AND DANA *A Newsletter from the Insurance Practice Group at Wiggin and Dana LLP*

INSURANCE NEWS

WINTER 2015

We are pleased to share this latest issue of the Wiggin and Dana Insurance Practice Group Newsletter. We circulate this newsletter by e-mail periodically to bring to the attention of our colleagues in the insurance industry reports on recent developments, cases and legislative/regulatory actions of interest, and happenings at Wiggin and Dana. We welcome your comments and questions.

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IN THIS ISSUE

FROM
TheCOURTS

Bad Faith Round-Up: Case Summaries from 2014

In this issue, we review some of the more noteworthy holdings dealing with bad faith, from around the country during the past year. This summary is by no means exhaustive, and we focus primarily on P&C insurance; but we hope this will provide some insight into how U.S. Courts are currently treating the issue.

Connecticut District Court declines to stay discovery on bad faith claim even though no determination as to coverage

Country Club of Fairfield, Inc. v. New Hampshire Ins. Co., *No. 3:13-CV-00509, 2014 WL 3895923 (D. Conn. Aug. 8, 2014)*

Plaintiff, Country Club of Fairfield, brought an insurance coverage action against its insurer after Tropical Storm Irene caused severe damage to its golf course property. High winds caused waters from Long Island Sound to encroach onto the golf course and forced the Country Club to cancel tournaments, resulting in significant lost revenue for the remainder of the golf season. Underwriters issued partial payment for flooding, but disclaimed any obligation to pay for the physical damage to the golf course or any business income losses. The Country Club sued for breach of contract and for bad faith.

Underwriters argued that discovery on the bad faith claim should be stayed until dispositive motions had been ruled on for the breach of contract claim. It contended "that because the Plaintiff's claim for breach of the implied covenant of good faith and fair dealing is based on its claim that underwriters denied insurance coverage as alleged in count one, i.e., a substantive rather than a procedural bad faith claim, a

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determination as to count one for breach of the insurance policy may eliminate the need for a determination of the bad faith claim." Though it did not need to, the court touched on "New Hampshire's argument that the Club's good faith and fair dealing claim must fail because it alleges only substantive and not procedural bad faith." After giving an overview of Connecticut law on procedural and substantive bad faith, the court held that "staying discovery at this juncture would be inappropriate if based on the brief arguments of the parties presented here as to procedural bad faith."

New York District Court declines to grant summary judgment as to excess insurer's bad faith claim against primary insurer

Scottsdale Ins. Co. v. Indian Harbor Ins. Co., *994 F. Supp. 2d 438 (S.D.N.Y. 2014)*

An excess insurer brought a diversity action in federal court in New York alleging that the primary insurer acted in bad faith and with gross disregard to excess insurers' interests by failing to settle a personal injury claim brought by the insured construction contractor's employee, for an amount within the $1 million primary insurance policy. The parties cross-moved for summary judgment.

The District Court held that: (1) the primary insurer's handling of the personal injury claim exhibited gross disregard of the excess carrier's interests, but (2) a fact issue existed as to whether bad faith caused the primary insurer to lose the opportunity to settle for an amount within the primary policy's limit.

New Jersey District Court dismisses bad faith counterclaim that was based on insurer providing prior defense

Nova Casualty Co. v. Col-Mor Apartments, Inc., *No. 13-04496, 2014 WL 105961 (D.N.J. Jan. 9, 2014)*

A group of tenants brought an action against Defendant Col-Mor, a New Jersey partnership that owned and operated apartment complexes, for knowingly providing drinking water contaminated with uranium and radium. Col-Mor's insurance carrier, Nova, instituted an action to rescind the insurance policy on the theory that Col-Mor materially misrepresented its knowledge regarding contamination. However, Col-Mor counterclaimed for bad faith because Nova had been providing a defense in state court litigation over the tenants' claims for two years. Nova moved to dismiss the bad faith counterclaim.

The District Court dismissed the counterclaim, saying "[i]t is readily apparent that Defendant's true complaint is not with any bad faith motive actuating Plaintiff's suit, but with the prospect of having its defense funds for the state court action dry up." Furthermore, the court said that "Defendant's argument—that Plaintiff violated its rights by suing it for injunctive relief—is a position unmoored from both New Jersey law and common sense. Under Defendant's theory, any time an insurer, after providing a defense to an insured pursuant to an explicit reservation of rights, then seeks relief from an allegedly void insurance contract, the insurer's conduct would be actionable. This Court is confident that that New Jersey Supreme Court would not countenance such a cause of action, which would effectively deny an insurance company its due process rights to sue for a declaration rescinding an insurance agreement."

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Grieving grandmother files bad faith suit in Pennsylvania Federal Court after being denied coverage under a policy issued pursuant to application materials filled out for her over the telephone

Fields v. Gerber Life Ins. Co., *No. 2:14-cv-727 (W.D. Pa. Sept. 2, 2014)*

Gerber Life denied insurance benefits to Ms. Fields' grandson, who was born prematurely with multiple abnormalities. Ms. Fields' allegations arise from the fact that Gerber Life interviewed her via telephone and she fully disclosed all of her grandson's medical issues. Gerber Life issued a policy for the child for $50,000; however, the forms were completed for Ms. Fields and were unsigned. The baby later died and Ms. Fields contacted Gerber Life; the company denied coverage and cancelled the policy based on information in the application materials that Ms. Fields never filled out. She sued the company for, inter alia, bad faith under Pennsylvania law, and the company moved for dismissal under 12(b)(6). The court denied the motion to dismiss, noting that Ms. Fields averred "that Gerber Life attached improper and illegal documentation to the insurance policy and used that documentation to deny coverage."

Florida court retreats from prior holding that a breach of contract action must be decided before bad faith becomes ripe

Cammarata v. State Farm Florida Ins. Co., *No. 4D13-185 (Fla. Dist. Ct. App. Sept. 3, 2014)*

In a counterpoint to the first case discussed above (Country Club of Fairfield), in this case a Florida appeals court was asked to determine when a bad faith action is ripe. The insureds argued that because the insurer's liability for coverage and the extent of their damage had been determined, their bad faith action was ripe. The insurer argued that because its liability for breach of contract had not been determined, the bad faith action was not ripe. The court retreated from a prior holding that a breach of contract action must be determined before a bad faith claim becomes ripe, finding in favor of the insureds.

Texas court upholds jury's finding of insurer's bad faith in Hurricane Ike damage dispute

United Nat'l Ins. Co. v. AMJ Investments, LLC, *No. 14-12-00941-CV, 2014 WL 2895003 (Tex. App. June 26, 2014)*

After a seven-story office building was damaged by Hurricane Ike, the building's owner and its property insurer disputed the amount that the insurer should pay under the policy covering the building. A jury agreed with the owner that the insurer failed to pay the full amount due, and the insurer appealed the judgment awarding the owner compensatory damages, exemplary damages, and enhanced interest under the Texas prompt-payment statute. The court concluded that the evidence supported the jury's findings that: (1) the insurer failed to attempt a good-faith settlement of the claim when its liability was reasonably clear, (2) the insured is entitled to recover $300,000 in compensatory damages despite the absence of an independent injury, and (3) the insured's bad-faith conduct was committed knowingly.

California judge throws out bad faith case because of lack of personal jurisdiction

Scott, Blane and Darren Recovery LLC v. Auto-Owners Ins. Co., *No. 2:14-cv-03675-ODW, 2014 WL 4258280 (C.D. Cal. Aug. 27, 2014)*

In a bad faith case with a jurisdictional twist, a California federal judge dismissed a lawsuit involving an insurer's refusal to defend its insured in a dispute between food competitors King Tuna and Anova. The court held that the insurer was not subject to personal jurisdiction in California as it had "absolutely no ties" to the state.

Louisiana District Court throws out bad faith claim where insurer did not misrepresent any pertinent fact or policy provision in reservation of rights letter

Century Surety Co. v. Blevins, et al., *No. 6:14-00411, 2014 WL 3407098 (W.D. La. July 10, 2014)*

Century issued a commercial general liability policy to Sohum, LLC d/b/a Regency Inn. In an underlying lawsuit, the Blevins family sued Sohum under various causes of action because an ICEE cup with a toxic substance was left out in the hotel and their young son consumed that substance, causing injury to him. In February 2013, Century agreed to defend Sohum in connection with that lawsuit, subject to a complete reservation of rights. Sohum sued Century for, inter alia, bad faith because the reservation of rights letter was "in bad faith and for arbitrary and capricious reasons," "it did not state any legitimate reason in the Policy for Century to deny coverage," and "it was unclear and unintelligible." Century filed a motion to dismiss Sohum's claims. It argued that Sohum

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should have brought its bad faith claims under certain Louisiana statutory provisions, but that Sohum did not do so.

The court held that Sohum had only two statutory options for bringing a bad faith claim against Century, and that only one was relevant. The court ultimately held that Sohum had no legitimate cause of action in bad faith because Century did not misrepresent any pertinent fact or policy provision relating to a coverage issue. The court therefore dismissed Sohum's bad faith claim with prejudice.

Arizona appeals court rejects bad faith claim based on insurer's payment for "off-label" prescriptions

Tavilla v. Blue Cross and Blue Shield of Arizona, Inc., *No. CA-CV 12-0843 (Ariz. Ct. App. Sept. 11, 2014)*

The insured brought a breach of contract and bad faith claim against his health insurer based on the insurer's payment for prescriptions that were made "off-label." The insured claimed that he became addicted to the medicine and it rotted his teeth. He alleged that his health insurer was liable for bad faith because it paid his pharmacy claims for the drug and then refused to pay his dental claims.

The Arizona Court of Appeals held that Blue Cross did not breach the implied covenant of good faith and fair dealing. It held that it did not owe Tavilla a duty to protect him from his doctor's "off label" prescribing, that it did not act in bad faith by failing to timely evaluate the medication, and that there was no evidence directly linking the medicine to the tooth decay. Thus, it upheld the trial court's summary judgment ruling in favor of Blue Cross.

Choice of law determination bars bad faith counterclaim in marine insurance row

National Union Fire Ins. Co. of Pittsburgh v. Brickyard Vessels, Inc., *No. 1:14CV921, 2014 WL 5684585 (E.D. Va. Nov. 4, 2014)*

In this case involving choice of law, the Federal District Court for the Eastern District of Virginia determined that a counterclaim of bad faith against an insurer in a declaratory judgment action failed to state a cognizable claim for relief under Virginia law. The underlying case stemmed from an accident off the coast of Florida, where a vessel collided with another vessel owned by Brickyard. Brickyard submitted a claim as the named insured under an AIG Recreational Marine Insurance Policy issued by National Union. National Union determined that there was no coverage for losses stemming from the collision because Brickyard had breached certain warranties in the policy. National Union filed for a declaratory judgment action, and Brickyard counterclaimed alleging bad faith under Florida law.

The court applied the "most significant relationship" test to determine that Virginia law, and not Florida law, applied. On that basis, the court determined that Brickyard's bad faith claims were insufficient, as there is no private right of action for bad faith under Virginia law, and "breach of contract or liability for acting in bad faith in relation to contractual duties alone is insufficient for an award of punitive damages." The court dismissed the counterclaim but gave Brickyard leave to amend its counterclaim in accordance with Virginia law.

South Carolina District Court declines to reinstate bad faith punitive damages award after Fourth Circuit clarifies standard under South Carolina law

Liberty Mutual Fire Ins. Co. v. J.T. Walker Industries, Inc., *No. 2:08-02043-MBS, 2014 WL 6773517 (D.S.C. Dec. 2, 2014)*

This case involves the settlement of five underlying suits by insurer Liberty Mutual against its insured, MI Windows, each within the insured's deductible. Liberty Mutual filed an action seeking declaratory relief regarding its control of settlement, and MI Windows countersued seeking damages for breach of contract and bad faith. A jury ruled in MI Windows' favor on the breach of contract and bad faith counterclaims, awarding $684,416 in actual or consequential damages and $12.5 million in bad faith punitive damages. The trial court overturned the damage award and stated that, in the absence of actual damages, there was no basis for the punitive damage award. The Fourth Circuit reversed, holding that punitive damages could be awarded if, on remand, the trial court found that "sufficient evidence exists to support the jury's finding that Liberty acted willfully, wantonly, or recklessly." Id. at *2.

The trial court reviewed the record and concluded that "there was insufficient evidence to support a jury finding of recklessness under the clear and convincing evidence standard. Although it remain[ed] true that the evidence introduced at trial, viewed in the light most favorable to MI Windows, could lead a reasonable jury to conclude that Liberty Mutual settled one or more of the underlying cases for an unreasonably large amount, it d[id] not necessarily follow that Liberty must also have acted with a conscious failure to exercise due care." Therefore, the court declined to reinstate the $12.5 million punitive damage award.

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Oklahoma District Court allows insured to amend complaint to add bad faith claim

Reunion Investment Limited, LLC v. Hartford Casualty Ins. Co., *No. 4:14-cv-00237-CVE-TLW (N.D. Okla. Nov. 19, 2014)*

This matter involved a sewage backup and hazardous waste contamination at a property owned by Reunion and insured by Hartford. Reunion claimed that Hartford would not pay the entire cleanup and rebuilding cost as it allegedly agreed to do. Reunion originally sued Hartford in 2013 and alleged, inter alia, bad faith; however, that initial case was voluntarily dismissed. In 2014, Reunion again sued Hartford, but did not include a bad faith claim. After hiring new counsel, Reunion moved for leave to file an amended complaint adding a bad faith claim, and Hartford opposed.

First, the District Court concluded that the case was "filed within one year from the dismissal of plaintiffs' prior lawsuit against Hartford, and it was timely filed under Oklahoma's savings statute." Thus, the court found that "Reunion's proposed bad faith claim would not be barred by the statute of limitations." Id. Second, the court found that substitution of Reunion's counsel was a factor in ultimately determining that "plaintiffs did not unduly delay in seeking leave to file an amended complaint" and that Hartford would not be prejudiced by the additional claim. Thus, the court granted Reunion leave to add a bad faith claim against Hartford.

Summary judgment awarded by Washington District Court for insurer on "reverse bad faith" claim

Granite State Ins. Co. v. Integrity Structures, LLC, *No. C14-5085BHS, 2015 WL 136006 (W.D. Wash. Jan. 9, 2015)*

This was a "reverse bad faith" case. In it, Granite State was one of several insurers – providing different types of policies – of Integrity, the general contractor to developer Dodson-Duus, LLC on a condominium construction project in Westport, Washington. After learning of design and structural defects with the project, the homeowners' association for the new condos filed suit against Integrity and Dodson-Duus. A different Integrity insurer assigned a lawyer to defend Integrity. Subsequently, the homeowners and Integrity entered into a contingent settlement agreement whereby Integrity assigned its rights against its insurers, including Granite State, to the homeowners. Thereafter, Integrity tendered defense of the underlying suit to its three general liability insurers; two responded that they were declining to defend Integrity in the underlying lawsuit, and Granite State requested more information on the claims being made by the homeowners. The request went unanswered by Integrity's attorney and the homeowners' attorney for several months. Finally, a stipulated consent judgment was entered against Integrity in favor of the homeowners, and two months later, Integrity disclosed the details of that agreement to Granite State. Granite State thereafter filed for declaratory relief that it did not owe any part of the consent judgment, it had no duty to indemnify Integrity for the homeowners' claims against it, and that the assignment of Integrity's claims to the homeowners was unenforceable and void as to Granite State. Integrity counterclaimed for, inter alia, bad faith. The homeowners intervened and also asserted a counterclaim of bad faith, among other claims.

The court ultimately threw out the bad faith claims against Granite State because there was no evidence that its conduct was "unreasonable, frivolous or unfounded." Furthermore, the court found that statutory claims based on failure to timely defend also failed to rise to bad faith. There was no evidence that an "investigation could reasonably have been completed within 30 days," and there was no evidence that "Granite State did not act in a reasonable manner or did not act in good faith." Finally, there was no evidence supporting a pattern and practice claim of unreasonable denials. Thus, the court granted summary judgment in favor of Granite State on the bad faith counterclaims.

Pennsylvania Supreme Court responds to certified question from Third Circuit on assignment of bad faith punitive damages claims under Pennsylvania law

Allstate Prop. & Cas. Ins. Co. v. Wolfe, *-- A.3d -- (Pa. 2014)*

Here, the Pennsylvania Supreme Court responded to a certified question from the Third Circuit Court of Appeals. In the underlying action, Jared Wolfe sued Karl Zierle, the driver of a car that struck him from behind. Before filing suit, Wolfe had demanded $25,000, half of the liability limits under Zierle's policy with Allstate, and Allstate had counteroffered $1,200, which Wolfe refused. A jury awarded Wolfe $15,000 in compensatory damages and $50,000 in punitive damages, and Allstate paid the compensatory portion. As to punitive damages, Wolfe agreed with Zierle to forbear from executing that portion of the award in exchange for assignment of all Zierle's potential claims under his policy against Allstate. Wolfe then initiated a civil suit against Allstate alleging that its refusal to settle constituted bad faith. Allstate removed the case to federal court and a jury ultimately awarded Wolfe $50,000 in punitive damages against Allstate. The basis of the award was Section 8371 of the Pennsylvania Judicial Code, which was intended to supplement remedies to insureds by authorizing punitive

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damages for bad faith conduct by insurers. Allstate appealed to the Third Circuit, which then certified the question of whether assignment was allowed under Section 8371, to the Pennsylvania Supreme Court.

The Pennsylvania Supreme Court embarked on a statutory construction analysis because Section 8371 makes no mention of assignability. The court gave some credit to Allstate's public policy arguments that assignment may encourage unreasonable pretrial settlement demands, but it ultimately ruled that "entitlement to assert damages under Section 8371 may be assigned by an insured to an injured plaintiff and judgment creditor such as Wolfe." The court simply did not believe that the legislature intended to curtail assignments of pre-existing claims. The court did note, however, that if it was wrong in its interpretation, "the General Assembly may seek to implement curative measures pertaining to future cases."

California appellate court undoes insurer's avoidance of bad faith liability

McMillin Cos., LLC v. Am. Safety Indem. Co., *-- Cal. Rptr. 3d -- (Cal. Ct. App. 2015)*

McMillin was the general contractor on various residential projects in Riverside County, California. B & B Framing was a subcontractor on those projects, and American Safety Indemnity Company was its commercial general liability insurer. In October 2007, homeowners in certain projects filed suit alleging construction defects. In December 2007, McMillin, as general contractor, tendered defense of the litigation to American Safety, contending it was an additional insured. Six months later, American Safety denied the tender, and eventually, McMillin and its related entities sued American Safety and 11 other insurers for wrongfully refusing to defend. On the other side of a complicated procedural mire, the 11 other insurers settled. The result of settlement, the parties and trial court assumed, was that McMillin could not now prove contract damages needed to maintain a cause of action for bad faith, and the trial court entered judgment in favor of American Safety on that issue.

The California Court of Appeal overturned the bad faith ruling, holding that while an offset from the settlement proceeds may affect McMillin's right to *recover* damages, it did not warrant what the court thought amounted to a "nonsuit" on bad faith in American Safety's favor. The issue still remained whether McMillin *suffered* those damages as a result of American Safety's alleged breaches, and McMillin retained the right to go to trial on that issue.

New York state court judge allows portion of bad faith claim against art insurer to proceed

The Richard Avedon Foundation v. AXA Art Ins. Corp., *No. 151435/2014 (N.Y. Sup. Ct. 2015)*

The underlying dispute in this case involved water damage to photographer Richard Avedon's renowned triptych, "The Chicago Seven, September 25, 1969." The insured Foundation stored this work at Fortress Fine Art Storage. After the work sustained damage in December 2011, the Foundation's insurer AXA hired an appraiser who determined that the work was worth about $2 million before the damage and about $1.6 million after the damage. The Foundation hired its own appraiser who concluded that the work was worth $2.5 million before the damage and only $50,000 after the damage. Arguments over the correct assessment ensued, and the Foundation requested that the parties appoint an umpire to resolve the valuation dispute in accordance with the policy. Meanwhile, AXA had instituted a subrogation action against Fortress.

The Foundation filed suit against AXA alleging, *inter alia*, bad faith based on AXA's alleged failure to disclose the subrogation action and its alleged attempts to thwart the Foundation's enforcement of the contract provision to appoint an umpire, resulting in wrongful delay of payment. AXA responded that the action was untimely under the policy and that the Foundation did not fully comply with the terms of coverage. While the court ultimately held that the Foundation's action was timely, it dismissed the portion of the bad faith claim based on the subrogation action as duplicative of the breach of contract claim. The court, however, refused to dismiss the portion of the bad faith claim based on wrongful delay in the payment process, stating that it was not duplicative and could thus proceed.

New Jersey Supreme Court keeps its "fairly debatable" bad faith standard intact

Badiali v. New Jersey Manufacturers Ins. Grp., *-- A.3d -- (N.J. 2015)*

In this highly-anticipated decision, the New Jersey Supreme Court tackled the issue of whether an insurer's rejection of an arbitration award in an uninsured motorist claim was "fairly debatable," preventing the insured from recovering fees and other consequential damages for bad faith. Mr. Badiali was injured when his car was rear-ended by an uninsured motorist. He filed an uninsured motorist claim, which proceeded to arbitration, resulting in an award in his favor. Mr. Badiali's insurer, New Jersey Manufacturers Insurance Group ("NJM"), rejected the award and refused to pay its share. A trial court affirmed the arbitration award and found NJM was liable

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for its share. Mr. Badiali filed a subsequent action alleging bad faith on the part of NJM for taking the position that its policy language allowed for rejection of the arbitration award. The trial court and the appellate court both found that Mr. Badiali was barred from recovering costs, fees and consequential damages for bad faith because it was "fairly debatable" for NJM to take the position it did on the arbitration award. The trial court and appellate court based their conclusions on NJM's alleged reliance on an unpublished New Jersey court decision which they claimed supported their position.

On appeal to the New Jersey Supreme Court, Mr. Badiali alleged that NJM failed to show it actually relied on the unpublished opinion when interpreting the policy, and that there was a published opinion that took NJM's decision out of the "fairly debatable" realm. Second, he argued that the appellate court inappropriately upheld the trial court's grant of summary judgment when discovery had not yet been completed. Finally, he argued that he was statutorily entitled to counsel fees incurred while pursuing the arbitration award. The New Jersey Supreme Court ultimately held that "an unpublished opinion will allow a party to avoid a finding of bad faith for actions taken in accordance with its holding," and that, even without NJM relying on the unpublished opinion to reject the arbitration award, there were "fairly debatable reasons" to do so based on policy language. Thus, the court refused to make any changes to its "fairly debatable" bad faith standard. The court refused to address Mr. Badiali's other arguments.

FROM TheREGULATORS

FEDERAL: ***TRIA Extended to 2024*** After months of speculation and tension surrounding the renewal of the Terrorism Risk Insurance Act, which creates a "backstop" for claims resulting from acts of terrorism, Congress voted to extend the Act and President Obama signed the extension into law on January 12, 2015. We will closely follow interpretive guidance on the extension as it becomes available.

FEDERAL: ***Cuba Trade Sanctions Eased*** On December 17, 2014, President Obama committed to charting a new course in U.S.-Cuban relations with the ultimate goal of empowering the Cuban people. In accordance with that commitment, on January 16, 2015, the Office of Foreign Assets Control and Department of Commerce issued new rules relaxing the embargo on Cuba. The new rules serve to ease travel restrictions between the countries for certain authorized persons, soften certain financial restrictions, and increase Cubans' access to telecommunications and building equipment. The embargo, however, remains in place, and U.S. persons are still generally prohibited from doing business (including insurance) with or in Cuba without a license.

STATE: ***Illinois Propses New Producer Licensing Provisions*** On January 23, 2015, the Illinois Department of Insurance proposed new rules regarding producer licensing. The proposed rules:

- define the term "resident" as one who resides in Illinois at least 51% of the year and whose entire net income is taxable;
- require the Designated Responsible Licensed Producer (DRLP) of a business entity to be an owner, partner, officer or director of the business entity;
- set the expiration date of a business entity license to be reciprocal with the NAIC resident business rules;
- define the expiration date of a first time individual insurance license as that person's birth month;
- allow the Department five business days to receive and distribute reported pre-licensing and continuing education before an applicant can apply or renew a license;
- require individual and business entities to provide an email address on their Insurance Producer and Business Entity Producer applications; and
- require that the individual or business entity notify the Director within 30 days after an email address change.

Wiggin and Dana
Insurance Practice Group

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About Wiggin and Dana's Insurance Practice Group

The Wiggin and Dana Insurance Practice Group provides international, national and regional insurers, reinsurers, brokers, other professionals and industry trade groups with effective and efficient representation. Our group members regularly advise clients in connection with coverage issues, defense and monitoring of complex claims, regulatory proceedings, policy wordings, internal business practices, and state and federal investigations. We also represent clients in insurance and reinsurance arbitrations. We have broad experience in many substantive areas, including property, commercial general liability, inland and ocean marine, reinsurance, E&O, D&O and other professional liability, environmental, energy and aviation. A more detailed description of the Insurance Practice Group, and biographies of our attorneys, appear at www.wiggin.com.

About Wiggin and Dana LLP

Wiggin and Dana is a full service firm with more than 150 attorneys serving clients domestically and abroad from offices in Connecticut, New York and Philadelphia. For more information on the firm, visit our website at www.wiggin.com.

AttorneyNOTES

Michael Menapace is teaching Insurance Law at Quinnipiac University School of Law this semester.

Joe Grasso moderated a panel on February 4, 2015, titled *"Admiralty & Maritime Case Law Year in Review: An Examination of the Key Case Law Developments from 2014 and What They Mean for Your Practice in 2015, and the Current State of the Law 25 Years After the Enactment of the Oil Pollution Act and 5 Years After Deepwater Horizon,"* at ACI's Admiralty & Maritime Conference in Houston, Texas.

On February 26, 2015, **Joe Grasso** and **David Hall** will present to the American Marine Insurance Forum regarding cyber threat as it relates to marine insurance.

Joe Grasso and **Michael Thompson** will present "Recent US Court Decisions on Bad Faith" to members of the International Underwriting Association on March 31, 2015 in London.

Wiggin and Dana's Litigation Department has been selected as the 2015 Connecticut Litigation Department of the Year by *Benchmark Litigation*. The award was announced at the Third Annual *Benchmark Litigation* U.S. Awards Ceremony on January 29, 2015, at the Essex House in New York. According to *Benchmark Litigation*, "[t]he U.S. Award winners were chosen based on six months of research conducted for the 2015 edition of *Benchmark Litigation* in which the publication conducted extensive interviews with litigators and their clients, examined recent case work and asked sources to offer their professional opinions on litigators practicing within their state." Firms in all 50 states, plus the District of Columbia, were analyzed and reviewed as part of the selection process. Among other criteria, the significance of the cases, precedential value, amounts and issues at stake were considered in selecting the recognized firms (to read more about the process, please visit *Benchmark Litigation's* website).