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OVERVIEW

The firm's insurance coverage practice is the largest in Indiana and national in scope. We represent only policyholders. The firm has been instrumental in shaping the law in Indiana (and elsewhere) by successfully handling many of Indiana's most important insurance coverage decisions. Other firms write about the cases we litigate.

Our clientele includes all types of policyholders, from Fortune 500 multi-national companies, mid-market entities, and small businesses with, often, hundreds of millions of dollars at stake to small businesses and individuals. Our clients include manufacturers, utilities, municipalities, petroleum marketers, transportation companies, and large and small businesses of every sort.

Our insurance coverage lawyers have experiences in a wide array of insurance-policies types and coverages. These include liability claims, property losses, environmental, D&O, E&O, health, disability, life, and major auto disputes. We also represent policyholders in claims against insurance agents and brokers. We help our policyholder clients with all facets of insurance recovery. We assist with claim preparation, notification, and submittal. Whether it is arbitration, trial, or an appeal, clients regularly seek our assistance to handle their insurance-recovery litigation. However, we also advise clients before there is a dispute on the coverages they have and help them find the coverages they need. This coverage portfolio review and risk assessment can help policyholders avoid disputes down the road when that unexpected claim arises.

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NONPROFIT & RELIGIOUS ORGANIZATIONS

PETROLEUM MARKETERS

REAL ESTATE DEVELOPMENT & CONSTRUCTION

TECHNOLOGY

WASTE SERVICES

EXPERIENCE

- *Eli Lilly & Co v. Arch Ins. Co., No. 1:13-cv-01770-TWP-TAO, (S.D. Ind. September 30, 2022) (denying excess insurers' summary judgment motion that Lilly cannot reform the policies to include its foreign operations)*
- *USA Gymnastics v. Liberty Ins. Underwriters, Inc.,* 46 F. 4th 571 (7th Cir. 2022) *affirming In re USA Gymnastics*, No. 18-09108-RLM-11, 2021 WL 8825439 (S.D. Ind. Aug. 2, 2021), *adopting in part In re USA Gymnastics,* No. 18-9108-RLM-11, 2020 WL 5833189 (Bankr. S.D. Ind. Sept. 29, 2020) (finding various defense costs reasonable and necessary as a matter of law and further clarifying the strength of the presumption of the reasonableness and necessity of fees that are market tested)
- *USA Gymnastics v. Liberty Ins. Underwriters, Inc.*, 27 F.4th 499 (U.S. 7th Cir. 2022), *affirming in part USA Gymnastics v. Ace Am. Ins. Co. (In re USA Gymnastics)*, No. 18-09108-RLM-11, 2020 U.S. Dist. LEXIS 5660 (S.D. Ind. Jan. 13, 2020), *adopting USA Gymnastics v. Ace Am. Ins. Co. (In re USA Gymnastics)*, Nos. 18-9108-RLM-11, 19-50012, 2019 Bankr. LEXIS 3972 (Bankr. S.D. Ind. Oct. 24, 2019) (finding a duty to defend for various governmental investigations and negligence claims for USAG's volunteer doctor Larry Nassar's sexual abuse of hundreds of athletes.
- Counsel for Amicus Curiae Supporting Rehearing, *Emmis Communs. Corp. v. Ill. Nat'l Ins. Co.*, 929 F.3d 411, *reh'g granted*, 937 F.3d 836 (7th Cir. 2019) (reversing the court of appeals' initial decision denying coverage under a D&O policy and adopting the district court's opinion in full finding coverage)
- *Indiana Restorative Dentistry, P.C., v. Laven Ins. Agency*, 27 N.E.3d 260 (Ind. 2015) (holding that an insurance agent can be liable to a policyholder for a breach of contract and a tort and addressing when a special relationship with an insurance agent exists requiring the agent to advise the policyholder)
- *Thomson Inc. v. XL Ins. Am., Inc.*, 22 N.E.3d 809 (Ind. Ct. App. 2014) ("known loss" doctrine only bars coverage when policyholder has actual, subjective knowledge that a loss has occurred or is certain to occur; knowledge of contamination, prior to strict liability statute's enactment, did not bar coverage).
- *Thomson Inc. v. Ins. Co. of N. Am.*, 11 N.E.3d 982 (Ind. Ct. App. 2014) (policyholder's payment of defense costs when insurer has wrongfully denied coverage raises presumption costs were reasonable and necessary).
- *Steinberger v. Cont'l Cas. Co.*, No.: 1:11-cv-01524-TWP-TAB, 2013 U.S. Dist. LEXIS 1337 (S.D. Ind. Jan. 4, 2013) (finding long term care policy terms "Benefit Period" and "Period of Care" ambiguous and holding that insurer must provide long term care coverage for successive four-year Benefit Periods)
- *State Auto. Mut. Ins. Co. v. Flexdar, Inc.,* 964 N.E.2d 845 (Ind. 2012) (finding the "absolute" pollution exclusion ambiguous and unenforceable)
- *City of South Bend v. Century Indem. Co.*, 821 N.E.2d 5 (Ind. Ct. App. 2005) (declaratory action against insurers of polluter not a "direct action")
- *PSI Energy, Inc. v. Home Ins. Co.*, 801 N.E. 2d 705 (Ind. Ct. App. 2004) (addressing the

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ability to pursue future cleanup claims against excess insurers, late notice, lost policies, subjective "expected and intended" to cause pollution standard, "injury-in-fact" trigger)

- *Allstate Ins. Co. v. Dana Corp. (Dana II)*, 759 N.E.2d 1049 (Ind. 2001) (finding an "all sums" allocation of environmental damage spanning multiple policy periods, inapplicability of owned property exclusion to cleanup claims, and an "injury-in-fact" trigger)
- *Employers Ins. of Wausau v. Recticel Foam Corp.*, 716 N.E.2d 1015 (Ind. Ct. App. 1999) (addressing *forum non conveniens* and choice-of-law issues in the insurance context);
- *Travelers Indem. Co. v. Summit Corp. of Am.*, 715 N.E.2d 926 (Ind. Ct. App. 1999) (addressing choice-of-law for multiple sites, "personal injury" coverage for environmental claims, governmental demands are "suits," cleanup costs as "damages," and the interpretation of pollution exclusions)
- *Hartford Accident & Indem. Co. v. Dana Corp. (Dana I)*, 690 N.E.2d 285 (Ind. Ct. App. 1997) (finding governmental regulators' demands are "suits" and cleanup costs as "damages")
- *Am. States Ins. Co. v. Kiger*, 662 N.E.2d 945 (Ind. 1996) (addressing the inapplicability of "sudden and accidental" and "absolute" pollution exclusions)

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