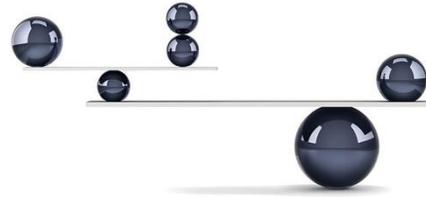


Property & Casualty Coverage

Investigating, advising, & litigating complex coverage issues



When you need

- deep experience to analyze policy language and coverage issues
- advice on existing and proposed policy language
- help with negotiating and litigating coverage issues in trial and appellate courts across the country

we can help.

Interdisciplinary team

- Experienced lawyers in insurance regulation and insurance coverage analysis
- Trial and appellate court experience
- Our lawyers participate in national and local insurance industry groups and legal organizations, and have written articles, books, provided presentations, and served as expert witnesses on the subject of P&C coverage

Our clients range from some of the largest insurers in the country to small companies and specialty lines in a variety of coverage areas

- Coverage opinions, reservation of rights and strategic planning
- Active monitoring of underlying lawsuits
- Insurer representation and communication with insureds

Our experience in coverage matters crosses all lines of property and casualty insurance

- Private and commercial auto insurance
- Commercial general liability insurance
- Professional liability insurance

Related Practice Areas

Bad Faith & Extra
Contractual
Litigation

Captive Insurance

Commercial
Litigation &
Business Torts

Directors &
Officers Liability
Coverage

E-Discovery -
Encompass

E-Discovery &
Information
Governance

Insurance

Insurance
Regulatory &
Compliance

Life, Health,
Disability & ERISA

Litigation

Premises Liability

Professional
Liability

Property &
Casualty
Coverage

Real Estate

Related Industries

Insurance

- Workers' compensation insurance
- Inland marine insurance
- Warehouse liability insurance
- Equipment insurance
- First-party property insurance
- Lender placed casualty insurance
- FEMA and Flood insurance

Insurers come to us for advice and representation on a wide spectrum of property and casualty coverage matters

- Insuring agreements, endorsements, limitations, and exclusions
- Complex coverage matters involving severe bodily injury and property damage claims
- Claims by additional insureds
- Claims arising from alleged construction defects
- Allocation between covered and non-covered damages
- Preservation of facts in underlying actions necessary for coverage analysis

The Nelson Mullins Property and Casualty Coverage Team has deep experience in analyzing and resolving coverage matters

When necessary, our team is prepared to defend coverage positions in declaratory judgment actions or actions brought directly against insurers. Our services include assistance at the outset of a claim, through trial and into subsequent coverage litigation. Our experience ranges from underwriting risk assessment to claims to coverage actions through completion of appeals.

Our lawyers are experienced in working across all lines of property and casualty insurance

- **Coverage advice**—including standard coverage provisions and exclusions, additional insured endorsements, other insurance clauses and deductible endorsements
- **Litigation defense**—including defense of insurers in bad-faith related coverage actions
- **Litigation prosecution**—including the filing and prosecution of declaratory judgment actions
- **Appellate solutions**—including handling briefing and arguments at all levels in state and federal courts
- **Litigation plans and budgets**—providing strategic litigation plans and budgets to help "right size" the defense of matters
- **Litigation readiness**—guiding on measures to help ensure that you are prepared for litigation
- **Opposing expert strategies**—including investigating and examining opposing experts

- **Preventive measures**—assisting in the establishment of policies and procedures to help prevent litigation before it arises
- **Witness depositions**—preparing witnesses for and defending depositions of corporate, executive, and managerial witnesses and conducting depositions of adverse and non-party witnesses

Why Nelson Mullins?

- Deep experience with coverage interpretation, analysis, and litigation across all lines of property and casualty coverage
- Extensive experience in coverage issues across the country
- Substantial trial and appellate experience locally, regionally, and across the country on behalf of national and regional carriers

Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

- *Auto Owners Ins. Co. v. Newman*, 385 S.C. 187, 684 SE2d 541 (2009) (addressing insurance coverage relating to construction defect litigation)
- *Crossmann v. Harleysville Mut. Ins. Co.*, 717 S.E. 2d 589 (S.C. 2011) (reversing \$7.2 million judgment in insurance coverage case, in part; adopts "time on risk" allocation theory)
- *Employers Reinsurance Corp. v. Marsh*, 972 F.2d 339 (4th Cir. 1992) (reversing trial court and entering judgment for insurer on issue of insurance coverage)
- *Green v. United States Auto. Ass'n Auto & Prop. Ins. Co.*, 756 S.E.2d 897 (S.C. 2014) (affirming summary judgment to insurer based upon family member exclusion)
- *Griffith v. State Farm Fire & Cas. Co.*, No. 2:12-cv-00239-DCN, 2012 WL 2048200 (D.S.C. June 6, 2012) (granting summary judgment on insurer's behalf concerning date by which insurer has to pay property damage claim), *aff'd*, 509 Fed. App'x 248 (4th Cir. 2013)
- *Harleysville Group Ins. v. Heritage Cmtys., Inc.*, No. 27698, 2017 WL 105021 (S.C. Jan. 11, 2017) (addressing sufficiency of reservation of rights letters)
- *Harleysville Mutual Ins. Co. v. State*, 736 S.E.2d 651 (S.C. 2012) (finding portion of insurance statute imposing retroactive interpretation to be unconstitutional)
- *Howell v. United States Fid. & Guar. Ins. Co.*, 636 S.E.2d 626 (S.C. 2006) (in a case of first impression, holding that South Carolina law does not require an insurer providing only voluntary liability coverage for hired and non-owned automobiles to make an offer of under-insured motorist coverage)
- *Jones v. State Farm Mut. Auto. Ins. Co.*, 612 S.E.2d 719 (S.C. 2005) (affirming summary judgment to insurer when plaintiff's claim was based upon representation of coverage by insurance agent)
- *Liberty Life Ins. Co. v. Employers Reinsurance Corp.*, 73 F.3d 358 (4th Cir. 1995) (affirming district court order granting summary judgment to insurer concerning exclusion in professional liability policy)

- *Liberty Mut. Ins. Co. v. Year Round Pool, Inc.*, 104 F.3d 359 (4th Cir. 1996) (Fourth Circuit affirming jury verdict for insurer to collect unpaid workers compensation premium)
- *McCall v. State Farm Mut. Auto. Ins. Co.*, 597 S.E.2d 181 (S.C. 2004) (granting summary judgment to insurer concerning insurance coverage)
- *MGC Mgmt. of Charleston, Inc. v. Kinghorn Ins. Agency*, 520 S.E.2d 820 (S.C. 1999) (affirming grant of summary judgment to insurer for commercial general liability policy)
- *Mullen v. State Farm Cas. & Fire Co.*, No. 09–2392–JFA, 2010 WL 2228369 (D.S.C. June 1, 2010), Not Reported in F. Supp. 2d (2010) (granting summary judgment granted to insurer concerning its duty to advise policy holder)
- *Owners Ins. Co. v. Clayton*, 614 S.E.2d 611 (S.C. 2005) (affirming summary judgment in favor of insured concerning employment-related practices exclusion)
- *Plemmons v. State Farm Mut. Auto. Ins. Co.*, No. 2012CP4200346, 2013 WL 8298059 (S.C.Com.Pl. May 23, 2014) (trial court granting summary judgment to insurer concerning coverage under auto policy)
- *Schulmeyer v. State Farm Fire & Cas. Co.*, 579 S.E.2d 132 (S.C. 2003) (in a case involving a nationwide split of authority, ruling that South Carolina law does not require insurers to pay for diminution in market value of adequately repaired vehicles)
- *Snyder v. State Farm Mut. Auto. Ins. Co.*, 586 F. Supp. 2d 453 (D.S.C. 2008) (granting summary judgment to insurer concerning its handling of underinsured motorist claim)
- *State Farm Mut. Auto. Ins. Co. v. Ghent*, No. 6:05-1493-HFF, 2006 WL 783505 (D.S.C. Mar. 24, 2006) (granting partial summary judgment to insurer in holding that underinsurance motorist carrier entitled to credit for any amount of liability coverage not exhausted in settlement with insured)
- *Stringer v. State Farm Mut. Auto. Ins. Co.*, 687 S.E.2d 58 (S.C. Ct. App. 2009) (*en banc* decision reversing trial court's decision and entering judgment in favor of insurer)
- *Taylor v. State Farm Fire & Cas. Co.*, No. 3:12–cv–1838–CMC–PJG, 2013 WL 504430 (D.S.C. Feb. 12, 2013) (granting summary judgment to insurer on plaintiff's claims for breach of contract and bad faith)
- *Vanderhall v. State Farm Mut. Auto. Ins. Co.*, No. 4:14–518, 2015 WL 1507838 (D.S.C. Mar. 30, 2015) (granting summary judgment to insurer on plaintiff's allegation of breach of contract and bad faith), *aff'd*, 632 Fed. App'x 103 (4th Cir. 2015)
- *Wilkins v. State Farm Mut. Ins. Co.*, No. 3:06-334-CMC, 2008 WL 2690240 (D.S.C. July 1, 2008) (granting summary judgment to insurer concerning plaintiff's claim for uninsured motorist benefits)