PATTON BOGGS LLP

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IN THIS ISSUE

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REINSURANCE NEWSLETTER

RECENT CASE SUMMARIES

EIGHTH CIRCUIT HOLDS JURISDICTION CLAUSE ENDORSEMENT SUPERSEDES ADR CLAUSE

Union Electric Co. v. AEGIS Energy Syndicate 1225, 715 F.3d 366 (8th Cir. 2013).

Many cases over the last several years have addressed the perceived conflict between the arbitration clause and the service-of-suit clause. In those cases, most courts have found that the arbitration clause takes precedence and is enforceable. In this case, the 8th Circuit Court of Appeals affirmed the district court's holding that an endorsement incorporating a jurisdictional clause superseded the alternative dispute resolution clause in an excess policy. As a result, the insurer's motion to compel arbitration was denied.

While not a reinsurance case, the perceived conflict between the ADR clause and the endorsed jurisdictional clause is important to consider. The original policy had a three-step ADR clause, culminating in arbitration, as part of its Conditions. The clause applied to any controversy or dispute arising out of or relating to the policy, its breach, termination, or validity, and required that all disputes not resolved by mediation "shall be settled by binding arbitration." The policy had a Missouri choice-of-law clause. The policy also had an endorsement that provided as follows:

"Notwithstanding anything contained in this Policy to the contrary, any dispute relating to this Insurance or to a CLAIM (including but not limited thereto the interpretation of any provision of the Insurance) shall be governed by and construed in accordance with the laws of the State of Missouri and each party agree [sic] to submit to the jurisdiction of the Courts of the state of Missouri.

While the insurer argued that the endorsement only complimented the arbitration clause, the court agreed with the district court, which held that the endorsement entirely supplanted the arbitration clause. The court found highly revealing that the endorsement nowhere indicated an intent to limit its scope to only pre or post-arbitration enforcement. Notably, Missouri law prohibits mandatory

arbitration clauses in insurance contracts and the endorsement contained an agreement to submit to the jurisdiction of the courts of Missouri.

The distinction in this case compared to cases addressing competing arbitration and service-of-suit clauses is that the jurisdictional clause was made part of the contract by endorsement, thus was arguably subsequent to the original wording and more specific in its application.

NEW JERSEY FEDERAL COURT STAYS LITIGATION IN FAVOR OF ARBITRATION OF OFFSET DISPUTE

New Jersey Physicians United Reciprocal Exchange v. ACE Underwriting Agencies, Ltd., No. 12-04397 (FLW/LHG), 2013 U.S. Dist. LEXIS 52035 (D.N.J. Apr. 11, 2013).

A New Jersey federal court stayed litigation brought by a cedent pending the outcome of arbitration over an alleged breach of a reinsurance contract. The alleged breach was caused by the reinsurers offsetting amounts due under one reinsurance contract against amounts owed under another reinsurance contract. The cedent issued medical malpractice policies and obtained reinsurance under two separate, but successive reinsurance contracts. Under the earlier contract, the reinsurers claimed a premium adjustment was due to them. This dispute was in arbitration. Under the latter contract, the cedent was owed certain amounts. The reinsurers did not dispute the amounts owed, but asserted an offset under the offset clause for the amount the reinsurers claimed was due under the earlier contract. The cedent would not agree to arbitrate the second dispute.

In finding for the reinsurers, the court held that the arbitration clause was extremely broad and applied to all disputes and all differences arising out of or connected with the second reinsurance contract. Because what was disputed was whether the amount owed under the second contract may be offset by amounts allegedly due under the first contract, the dispute was one connected to the contract and therefore subject to arbitration. The court also noted that the arbitration clause explicitly applied to the interpretation of the contract and the application of the offset clause was clearly in dispute. Because the dispute was based on the interpretation of contractual terms and because the arbitration clause was so broad, the court found that the dispute fell within the scope of the arbitration clause.

The cedent also argued that the service-of-suit clause permitted certain claims to be litigated and not arbitrated. The court rejected that argument along with a request that the *contra proferentem* rule be applied against the reinsurer.

ILLINOIS FEDERAL COURT DISMISSES CEDENT'S ASSIGNEE'S PRE-ANSWER SECURITY REQUEST AND MOTION TO COMPEL ARBITRATION AGAINST SOVEREIGN-OWNED REINSURER

Pine Top Receivables of Illinois, LLC v. Banco De Seguros Del Estado, No. 12 6357, 2013 U.S. Dist. LEXIS 15246; 2013 U.S. Dist. LEXIS 28040 (N. D. Ill. Feb. 5 & 25, 2013).

An Illinois federal court in two decisions addressed an insolvent cedent's assignee's attempt to collect payments allegedly due from the assignor's reinsurer. In the complaint, the assignee sought an order compelling arbitration (Count I) or, in the alternative, for damages caused by the reinsurer's alleged breach of contract (Count II). The reinsurer moved to dismiss Count I for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6) and answered Count II. The assignee then moved to strike the motion to dismiss on the ground that the reinsurer failed to comply with the Illinois Insurance Code's prejudgment security requirement. The court denied the assignee's motion, finding that, because the reinsurer was a corporation wholly owned by the Republic of Uruguay, its assets were immune from prejudgment attachments under the Foreign Services Immunities Act ("FSIA"). Relying on the Second Circuit's interpretation of an identical New York insurance statute in *Stephens v. Nat'l Distillers & Chemical Corp.*, 69 F.3d 1226, 1229 (2d Cir. 1995), the court held that "the prejudgment security was functionally equivalent to an attachment under the FSIA" and granted the assignee's motion to strike. The court also denied the assignee's motion to amend or correct the order denying the motion to strike on the same grounds.

In a subsequent decision, the court granted the reinsurer's motion to dismiss Count I without prejudice. The court found that although the underlying reinsurance treaties contained binding arbitration clauses, the plain language of the assignment agreement only granted the assignee limited rights to collect specific debts. Thus, rights under the arbitration clause were not assigned. Indeed, the assignment plainly stated that it "shall not be construed to be a novation or assignment" of the reinsurance treaties themselves. As such, the assignee did not have the power to enforce the treaties' arbitration clauses.

NEW YORK FEDERAL COURT DENIES MOTION TO QUASH POST-AWARD AND POST-JUDGMENT ENFORCEMENT

AXA Versicherung AG v. New Hampshire Ins. Co., No. 12 Civ. 6009 (JSR), 2013 U.S. Dist. LEXIS 60802 (S.D.N.Y. Apr. 22, 3013).

A New York federal court had confirmed an arbitration award on consent of all parties and after the parties had agreed that 6.5% interest would accrue until the award was paid in full. Apparently, the cedent's wire transfer was misdirected (to a former affiliate of the reinsurer) and there was some delay in obtaining the misdirected funds back and then re-wiring the reinsurer. Also, the funds ultimately re-wired were short and did not include interest for the period between the misdirected wire and the re-wire. The parties disputed what interest rate should apply to the intervening period.

To enforce its position, the reinsurer served restraining notices and informational subpoenas under New York procedural law, which the reinsurer moved to quash. In denying the reinsurer's motion, the court held that it had the authority to review the cedent's motion even though the restraining notices were served under New York state law. As to the interest rate, the court held that the parties' agreement that resulted in the consent confirmation of the award was a valid agreement to set a post-judgment interest rate by contract that differed from the federal post-judgment interest rate. Thus, the court held that the reinsurer owed interest on the judgment accruing at a rate of 6.5% until the full amount was paid to the cedent.

PARTIES MUST LITIGATE DISPUTES AFTER CONNECTICUT FEDERAL COURT DECLARES VOID INTERPRETATION OF ARBITRATION AWARD FROM ARBITRATION PANEL ACTING F*UNCTUS OFFICIO*

Arrowood Indem. Co. v. Trustmark Ins. Co., No. 3:03cv1000 (JBA), 2013 U.S. Dist. LEXIS 46566 (D. Conn. Mar. 29, 2013).

A Connecticut federal court denied a cedent's motion for judgment and contempt against a reinsurer where the motion sought to enforce an arbitration award that had been improperly revisited by the underlying arbitration panel. The court determined that the arbitration panel was acting *functus officio*, or without authority, to determine the reinsurer's ultimate responsibility to the cedent.

As outlined by the court, in 2003, an arbitration panel found that the cedent was entitled to reimbursement of more than $9 million in payments made under the reinsurance contract. The panel also concluded that if the cedent determined that offset would not provide it with timely recapture, the cedent could execute a power of attorney enabling the reinsurer to initiate arbitration or other appropriate legal proceedings in the cedent's name for cost recovery. The cedent and the reinsurer subsequently litigated whether the reinsurer was in contempt of the terms of the arbitration award, and the reviewing court found on two separate occasions—in 2007 and again in 2010—that the arbitration award was ambiguous and remanded the award to the panel.

The 2010 remand was the subject of this court's review. The court concluded that the arbitration panel was without authority to further determine the reinsurer's "ultimate responsibility" to the cedent and the role of the reinsurer's "best faith efforts" beyond the original award. In revisiting the award in its 2010 decision, the court held that the arbitration panel had acted *functus officio* and therefore the 2010 ruling was void. The court further held that whatever dispute the parties have now about how the reinsurer carried out its duties under the power of attorney must be litigated in a separate proceeding.

TEXAS STATE COURT OF APPEALS DENIES CEDENT'S MOTION TO COMPEL ARBITRATION AGAINST REINSURER

N.H. Ins. Co. v. Magellan Reinsurance Co., Ltd., No. 02-12-00196-CV, 2013 WL 1830349 (Tex. App. Fort Worth May 2, 2013).

A Texas appellate court held that a cedent was judicially estopped from compelling arbitration. Litigation between the cedent and reinsurer began when the cedent withdrew funds from the trust account established by the reinsurance agreement and made a demand on the reinsurer to deposit approximately $1.2 million in additional funds into the trust account. The reinsurer disputed the cedent's claims handling and accounting, demanded an audit, and refused to deposit the additional funds. In response, the cedent sought to force the reinsurer into bankruptcy. Lawsuits were filed in Turks and Caicos, New York, and Texas. In each of the related lawsuits, the reinsurer sought to compel arbitration based upon a provision in the reinsurance agreement that required arbitration for all disputes "arising out of the interpretation" of the reinsurance agreement. In each lawsuit, the cedent argued against arbitration based on its position that the claims in the related cases did not involve interpretation of the reinsurance agreement.

In 2009, a court held that the cedent was not a "creditor" and therefore could not windup the reinsurer's business. In 2011, the reinsurer revived the Texas lawsuit by filing new claims. In late 2011, the cedent for the first time sought to compel arbitration against the reinsurer. In the trial court, the reinsurer successfully argued that because the cedent had previously argued against arbitration in related lawsuits, the cedent could not compel arbitration under the doctrine of judicial estoppel. This appeal followed.

The court of appeals found that the reinsurance agreement indeed contained a valid arbitration clause and that the scope of the arbitration provision indeed covered the dispute revived in the 2011 Texas litigation. But the court also agreed with the trial court and affirmed that the cedent could not now seek to compel arbitration against the reinsurer. The court also required the cedent to pay all costs for the appeal.

Even when litigation between parties to a reinsurance contract may appear unrelated to issues covered by the arbitration clause in the agreement, positions taken in the litigation may adversely impact the ability to pursue arbitration in later proceedings.

NEW YORK COURT HOLDS ARBITRATORS MUST DETERMINE LIMITATIONS ISSUE

ROM Reinsurance Mgt. Co. v. Continental Ins. Co., No. 654480/12 (N.Y. Sup. Ct. Mar. 22, 2013).

A New York motion court was presented with a petition to stay arbitration, based on the statute of limitations, of certain claims under reinsurance contracts. The cedent demanded arbitration for reinsurance recoverables under contracts containing an arbitration clause with a New York governing law clause. The reinsurers resisted and brought

this petition to stay the arbitration because New York's six-year statute of limitations for breach of contract allegedly applied to bar the claims.

The cedent moved to compel arbitration arguing that the Federal Arbitration Act ("FAA") governed the dispute and that the contracts did not state that New York law applied to the enforcement of the contracts. The question was whether the arbitrators or the court would decide the statute of limitations question.

In finding for the cedent, the court held that the statute of limitations issue was for the arbitrators to determine. The court noted that under New York law, timeliness and arbitrability were for the court to decide while under the FAA, timeliness is generally left to the arbitrators. A contract, stated the court, may be governed by the FAA yet subject to the New York rule if the agreement expressly provides. If the contract states that New York law shall govern both the agreement and its enforcement, gateway matters must be decided under New York law by the court. Without that express language, issues like timeliness are for the arbitrators to decide.

Here, the court found there was no issue that the FAA applied. The court reviewed the contracts and found that there was no express language regarding enforcement. The arbitration clause merely stated that disputes shall be governed by New York law, but it did not express an intent to have New York law govern enforcement. Accordingly, the petition was dismissed.

CONNECTICUT FEDERAL COURT USES DRAMA TO ILLUMINATE A FOLLOW-THE-SETTLEMENTS DISCOVERY DISPUTE

The Travelers Indemn. Co. v. Excalibur Reinsurance Corp., No. 3:-CV-1209 (CHS), 2013 U.S. Dist. LEXIS 50134 (D. Conn. Apr. 8, 2013).

We all know that reinsurance may not be the most exciting subject to read about. Certainly many judges feel that way. But once in a while, a judge may take the somewhat dry subject of reinsurance and jazz it up within an opinion. Here, a Connecticut federal court was asked by a reinsurer to compel discovery against a cedent. In reaching its decision, the court decided to turn the case into a stage drama. What makes the drama more interesting (at least to us) is that the court took pains to use the New York Court of Appeals' recent decision in *U.S. Fidelity & Guaranty Co. v. Am. Re-Insurance Co.*, 20 N.Y.3d 407 (2013) as its touchstone for deciding the scope of discovery needed by the reinsurer where a follow-the-settlements argument was being made by the cedent.

We will let you read the decision for yourself for the court's drama class. We will focus instead on the reinsurance issues. Here, the reinsurance contract was governed by New York law. The court made it clear that the decisions of the New York Court of Appeals bound the court in construing the contract and not the decisions of the 2d Circuit. That is where the *U.S. F&G* case comes in.

The reinsurance contracts had a following clause that obligated the reinsurer to pay losses paid on the underlying policies and "will follow the settlements of the Company, subject always to the terms and the conditions of this Agreement." Like *U.S. F&G*, this case was a dispute about the post-settlement reinsurance allocation. The reinsurer, on this motion, sought to compel the cedent to produce discovery to aid it in its defense that the cedent's allocation was unreasonable or that the underlying claims were not covered under the reinsurance contract. In this case, the cedent allocated the settlement to the second of four years, when the reinsurer was a treaty participant, and not to the first year, when the reinsurer was not a treaty participant.

In interpreting New York law on follow-the-settlements, the court enumerated four rules: (1) a follow-the-settlements clause requires deference to the cedent's post-settlement allocation; but (2) a cedent's allocation decisions are not immune from scrutiny, which includes; (3) whether the allocation is reasonable as one that the parties to the settlement might reasonably arrive at without consideration of reinsurance; and in any event (4) an allocation that violates or disregards reinsurance contract provisions is void.

After reviewing the competing arguments of counsel, the court found that the reinsurer was entitled to challenge the reasonableness of the post-settlement allocation and to argue that the allocation violated the reinsurance contract. Based on this finding, the court allowed the reinsurer's motion to compel discovery.

It will be interesting to see whether the courts will continue this trend of allowing reinsurers to challenge post-settlement allocation decisions and whether discovery in these disputes will broaden.

NEW YORK FEDERAL COURT HOLDS ILLINOIS LAW APPLIES; FINDS FOR REINSURER ON LATE NOTICE DEFENSE

AIU Ins. Co. v. TIG Ins. Co., No 07 Civ. 7052 (SHS), 2013 U.S. Dist. LEXIS 41716 (S.D.N.Y Mar. 25, 2013).

In a rare late notice case, a New York federal court examined whether the cedent's notice under nine facultative certificates was late (more than three years) entitling the reinsurer to avoid coverage. None of the fac certs had a choice-of-law clause. The Magistrate Judge concluded Illinois law should apply and recommended granting the reinsurer's summary judgment motion. The court agreed.

This case arose out of asbestos losses incurred by Foster Wheeler. The cedent, which issued a series of umbrella policies, purchased the fac certs from the reinsurer. The fac certs all had a notice provision that stated "Prompt notice shall be given to the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance."

A settlement with Foster Wheeler by one plaintiff prompted the cedent to consider its own settlement, which it finally reached in 2006. Although the cedent was aware of Foster Wheeler's settlement demand in October 2003, it did not notify the reinsurer about the claim until January 2007; after the settlement. The reinsurer resisted the loss cession based on late notice and this action was commenced.

The case came down to whether Illinois or New York law applied. The court described the choice-of-law analysis and the differences the court found in each jurisdiction's law concerning late notice. The court agreed with the Magistrate Judge that Illinois law should apply. The court then determined that the 7th Circuit's ruling on late notice--that the reinsurer need not prove prejudice to avoid coverage--was the rule of law that applied in this case. The court found that the cedent, a sophisticated insurance company, waited more than three years before giving notice to the reinsurer even though the cedent was aware that coverage under the fac certs was available and that the notice provision was triggered. Under Illinois law, held the court, the reinsurer could refuse coverage under the fac certs.

Giving prompt notice of a claim or potential claim is something that affects many types of insurance, including lawyers and brokers errors and omissions policies. Insureds are always advised by good lawyers to give notice to their carrier as soon as possible. That advice also applies to cedents where the loss triggers coverage under a reinsurance contract. Why wait to give notice?

PENNSYLVANIA FEDERAL COURT GRANTS PARTIAL SUMMARY JUDGMENT TO REINSURER BASED ON STATUTE OF LIMITATIONS

OneBeacon Ins. Co. v. Aviva Ins. Ltd., No. 10-7498, 2013 U.S. Dist. LEXIS 70212 (E.D. Pa. May 17, 2013).

A Pennsylvania federal court granted partial summary judgment to a reinsurer on statute of limitations grounds, but denied summary judgment based on genuine issues of material fact on a number of issues. This case involves successor entities dealing with delays in claims cessions under a contract that was never finalized between a U.S. cedent and a U.K. reinsurer. Changes in billing practices were challenged and the parties also entered into a tolling agreement covering certain "catch-up" billings for delayed claims. Ultimately, the cedent terminated the tolling agreement and brought suit to recover various billings.

In deciding the cross-motions for summary judgment, the court focused on the core issue of the statute of limitations. Everyone agreed that the limitations period was four years, but neither could agree on when the limitations period commenced. Because the court found, based on the parties' stipulation, that the reinsurance agreement (which was never formalized in writing) conditioned the reinsurer's payment of reinsurance billings, the court held that the statute of limitations ran from the performance of that condition (here, the submission of a claims bordereau). Thus, bordereaux submitted more than four years before the cedent commenced the lawsuit and not subject to the tolling agreement were barred by the statute of limitations.

As to the bordereaux that were the subject of the tolling agreement, the court held that there was a genuine dispute of material fact as to whether the cedent's delay in billing was reasonable and whether those billings fell within the exception provided for in the agreed-upon errors and omissions clause of the reinsurance agreement.

The court also denied summary judgment on a certain category claims that the cedent argued was controlled by the agreed-upon follow-the-fortunes clause. The dispute was whether the claims were handled in a reasonable fashion or whether the claims handling violated the cedent's duty of utmost good faith. The court found that there was a genuine dispute of material fact as to whether those claims fell within the follow-the-fortunes clause.

The cedent also disputed the reinsurer's imposition of additional documentation requirements to validate a billing. The court also found a genuine dispute of material fact as to whether the parties agreed to modify their contract to reflect this additional documentation requirement.

PENNSYLVANIA FEDERAL COURT FINDS BASIS FOR EQUITABLE TOLLING AND DENIES CEDENT AND CAPTIVE MORTGAGE BANK REINSURER MOTIONS TO DISMISS RESPA CLASS ACTION

Riddle v. Bank of Am. Corp., Case No. 12-1740 2013 U.S. Dist. LEXIS 52091, 2013 WL 1482668 (E.D. Pa. Apr. 11, 2013).

An outgrowth of the residential housing bubble was the creation of captive mortgage bank reinsurers. The mortgage banks and their captive reinsurers are now subject to multiple class-action suits across the U.S. While the issues are not traditional reinsurance issues, these cases are multiplying and may be of interest to those who toil in the reinsurance space.

Here, a Pennsylvania federal court denied motions to dismiss filed by the cedent, the reinsurer, and other defendants in a class-action suit alleging violations of the Real Estate Settlement Procedures Act ("RESPA"). Plaintiffs allege that the mortgage lender created its own captive reinsurance company and then referred borrowers to private mortgage insurance providers who agreed to reinsure with lender's captive reinsurer. Lender allegedly received a fee for the referral and transferred those fees to the captive reinsurer. Plaintiffs also allege that the captive reinsurer assumed little or no actual risk, but that mortgage borrowers paid more for mortgage insurance because the price included those referral fees.

At issue was whether plaintiffs' claims were barred by RESPA's one-year statute of limitations. The court concluded that although plaintiffs filed their suit outside of the one-year limitations period, plaintiffs had alleged sufficient facts to permit an extension of the statute of limitations. This holding was based on the equitable-tolling doctrine, including facts regarding alleged fraudulent concealment by defendants. The court noted that in this early stage of litigation, the

court must accept plaintiffs' facts as true, but also ruled that it would allow the parties "a limited amount of time" to present evidence on the limitations issue.

CALIFORNIA FEDERAL COURT GRANTS MOTION TO COMPEL PRODUCTION OF REINSURANCE DOCUMENTS AND STRIKES EIGHT OF REINSURER'S AFFIRMATIVE DEFENSES

Munoz v. PHH Corp., No. 1:08-cv-0759-AWI-BAM, 2013 WL 684388 (E.D. Cal. Feb. 22, 2013) and Munoz v. PHH Corp., No. 1:08-cv-0759-AWI-BAM, 2013 WL 1278509 (E.D. Cal. Mar. 26, 2013).

In two separate rulings, a California federal court has granted plaintiffs' motion for production of reinsurance documents in a putative RESPA class action and struck eight of the reinsurer's affirmative defenses. Plaintiffs allege that a mortgage lender received illegal referral fees from mortgage insurance companies who agreed to reinsure with the lender's captive reinsurance company. Ceded premiums allegedly funded reinsurance trusts, rather than funds from reinsurer, and, therefore, reinsurer allegedly assumed no real or commensurate risk.

The court's order compelling production of reinsurance documents required reinsurer to produce documents given to the federal Consumer Financial Protection Bureau ("CFPB") pursuant to a Civil Investigatory Demand into the mortgage lender's captive reinsurance agreements. The lender and reinsurer resisted plaintiffs' request for the CFPB documents on grounds that they were not relevant to plaintiffs' claims and that the request was unduly burdensome. In response, plaintiffs narrowed the scope of their document request, but lender and reinsurer maintained that the narrowed request still reached non-relevant material and was unduly burdensome. The court disagreed and ordered that the reinsurance documents requested under plaintiffs' narrowed request be produced.

The court's order striking eight affirmative defenses from mortgage lender's and reinsurer's answer to plaintiffs' complaint rests on the law of the case doctrine. The court previously denied defendants' motion to dismiss and in so doing explicitly and implicitly ruled on some of the arguments raised by the affirmative defenses and therefore ordered that those affirmative defenses be struck from the record.

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RECENT SPEECHES AND PUBLICATIONS

- → John Nonna chaired a program entitled "Difficult Issues in Arbitration - Even for Experienced Arbitrators," as part of the ARIAS-US Educational Seminar on March 14, 2013, in New York. Larry Schiffer spoke on technology issues in arbitrations as part of the program.
- → Larry Schiffer made two presentations to the Lloyd's Market Association on April 16 and 17, 2013, in the Old Library at Lloyd's in London. The first presentation was to the Terrorism and Political Violence Panel of the LMA and others on "Facultative Reinsurance Certificates in an MRC Environment." The second presentation, an LMA Academy Masterclass, was to the LMA Wordings Forum on "Adventures in Contract Wordings: The Effect of Ambiguous Reinsurance Language."
- → Eridania Perez spoke on disclosure of potentially privileged information between cedents and reinsurers at the Brokers and Reinsurance Markets Association's Annual Committee Rendezvous on April 22, 2013, in Clearwater, Florida.
- → Suman Chakraborty conducted an online CLE entitled "Information Sharing in the Reinsurance Relationship: Is there a Privilege Left?" for West LegalEd Center on May 14, 2013. The webcast addressed the applicability of the common interest doctrine to the sharing of information between cedents and reinsurers.
- → Eridania Perez will be speaking on a Practical Session on Cross-Examination, including a mock cross-examination, at the International Commercial Arbitration Summer Seminar presented by the University of Florence and the ICC International Court of Arbitration on July 25, 2013, in Florence, Italy.
- → Larry Schiffer, Aaron Boschee, Devon Corneal, Alison MacLaren, and former associate attorney Anthony Nguyen's article, "A Brief Review of Reinsurance Trends in 2012," was published in the *Westlaw Journal* - Insurance Coverage in two parts, Vol. 23, Issue 32 and Vol. 23, Issue 33, May 17 and 24, 2013.
- → Suman Chakraborty's article, "Privilege in the Cedent-Reinsurer Relationship," was published in the *Insurance Coverage Law Bulletin*, Law Journal Newsletters, April 2013.
- → Larry Schiffer's Commentary, **"**Follow-the-Fortunes: Reasonableness Is in the Eye of the Beholder," was published on the website of the International Risk Management Institute, Inc., *IRMI.com*, in March 2013.
- → Larry Schiffer's article, "Underwriting and Claims Clauses in Reinsurance Agreements," was republished in *Reinsurance Encounters*, the Newsletter of the Reinsurance Interest Group of the CPCU Society, Vol. 31, No. 1, February 2013.

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