

# The E&S Empire Express



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## Overall, the Insurance Industry Responded Admirably to Superstorm Sandy

The insurance industry can make a pretty fine whipping boy at times, particularly in trying circumstances like Superstorm Sandy with so many suffering so much and looking to blame something other than the fates themselves.

In New York at least, the industry appeared to acquit itself quite well, according to a report card established by the Department of Financial Services (DFS) that showed less than half a percent of the nearly 375,000 claims generated complaints.

ELANY's Executive Director Dan Maher joined the chorus of praise for the 24 companies included in the report. "When this is all said and done, the Monday morning quarterbacking will be that the industry did a remarkably good job under the circumstances."

According to DFS figures as of February 8, 2013, insurers representing 90% of the market in Sandy-affected areas reported a total of 432,000 claims other than flood with 87% fully resolved. Of these claims, 287,000 had been for residential sites with 94% fully resolved.

Maher said that generally, homeowners lacked the understanding that flood insurance is actually a product of the federal government that is merely administered by the carriers, and this fueled bad feelings about the industry. "There was a lot of frustration that I saw that was more about the flood claims than anything else," he said.

New York insurance attorney, Peter Bickford, criticized the DFS report card for failing to establish performance standards for the companies and consequences for those companies failing to meet those benchmarks.

"From what I have seen, and as confirmed by the data in the DFS report card to date, Sandy seems to be further evidence of an excellent record," Bickford wrote in the January 2013 issue of the Insurance Advocate. "But it would be nice to know if the Governor and the DFS agree, and if they do, would they say so publically."

At a New York State Assembly Insurance Committee hearing in Manhattan last month, James Sutton, Secretary Treasurer of the Independent Insurance Agents and Brokers of New York, told the lawmakers that most of the homeowners companies did a good job

in handling claims and that most of the problems encountered were with flood claims.

Sutton said that the homeowners market in coastal areas was fragile with many policies placed in the nonadmitted market. He also urged the panelists to standardize hurricane deductible triggers and then encouraged them to consider giving customers the option to buy back hurricane deductibles because of the large out-of-pocket expense homeowners would face.

Ellen Melchionni, President of the New York Insurance Association, also said her member companies did a good job in handling claims, noting that 94% of the claims had been closed at the hearing date of February 26, 2013 with a satisfaction rate of greater than 99%.

She said more needed to be done to prepare for future disasters. "Steps need to be taken to ensure insurance adjusters have priority access to affected areas, the state should have a comprehensive view of the risk...and a commitment needs to be made to increase homeowners and business owners' understanding of their coverage needs with a particular attention on flood coverage in the most vulnerable areas."

## Elany's 2013 Annual Members' Meeting

ELANY will be holding its 2013 Annual Members' Meeting on Wednesday, May 8, 2013 from 5:00 PM TO 7:55 PM at the Battery Gardens, New York, NY during which cocktails and dinner will be served.

This year's keynote speaker is **Ed Hochuli**. Ed is a Phoenix trial attorney with his own 80-lawyer firm, who has personally tried over 150 civil jury trials. However, Ed is most widely recognized as a **Referee in the National Football League**, where he has worked for the last 23 years, refereed two super bowls and seven championship games, along with over 450 games in the NFL. If there is one thing Ed has experienced, it is crisis. In fact, an NFL game is nothing but a series of one crisis after

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another, all under the watchful eye of the NFL brass, coaches and a thousand screaming fans.

Please join us for a delicious dinner, an evening networking and enjoying the company of your colleagues along with an entertaining presentation by Ed Hochuli.

For complete details, registration form and agenda please visit ELANY's website at [www.elany.org](http://www.elany.org) scroll down to the "Hot News" section and click on "ELANY Bulletins," "Current Year," "Bulletin No. 2013-14."

## Congratulations to Assemblymen Morelle and Cahill

ELANY congratulates New York State Assemblymen Joe Morelle, D-Irondequoit, and Kevin Cahill, D-Kingston, for their recent legislative appointments.

Morelle was named Majority Leader by Speaker Sheldon Silver, while Cahill takes over Morelle's previous post as Chairman of the Insurance Committee.

Since his election to the New York State Assembly in 1990, Morelle has authored more than 100 laws on issues such as economic growth and job creation, crime prevention, and ensuring the health and safety of our most vulnerable citizens.

As one of the Assembly's most senior members, Morelle, in addition to chairing the Insurance Committee, served on the Rules and Ways and Means Committees. He also holds assignments on the standing committees for Economic Development, Job Creation, Commerce and Industry, and Higher Education.

Assemblyman Kevin Cahill previously chaired the Assembly Energy Committee for four years and remains a member of the Health, Economic Development, Ethics, Higher Education, and the Ways and Means Committees.

On the Insurance Committee, Cahill will address a number of issues related to health care, auto and property policies, consumer fraud and insurance industry practices.

"In light of the worldwide phenomena of increasingly extreme weather patterns and drastic changes in climate, it is important now, more than ever, that insurance change and companies are held accountable to reflect our new reality," Cahill said in a statement.



New York State Assemblymen Joe Morelle



New York State Assemblymen Kevin Cahill

## ELANY Sponsored Legislation

### 1) Domestic Excess Line Insurer Bill (A5631/S3858)

Assemblyman and Majority Leader Morelle and Senate Insurance Committee Chairman Senator Seward introduced legislation this session to allow establishment of Domestic Excess Line Insurers (DELI) in the state.

ELANY is optimistic the legislation will be taken up by both houses this year.

According to the notes on A5631/S3858, domestic excess line insurer legislation would create operational cost savings and efficiencies for such insurers and permit these insurers to operate exclusively as excess and surplus lines carriers.

"In addition to efficiencies, reductions in cost and better service for policyholders, allowing a New York domestic insurer to offer surplus lines coverage in all fifty states, including its state of domicile, would spur economic growth in the New York marketplace by helping to attract new businesses and jobs to New York and prevent the movement of businesses and jobs away from New York," as stated in the Sponsor's Memo.

ELANY's Executive Director, Dan Maher, discounted concerns that the legislation would blur the line between the standard and excess line market. "The legislation limits the business a DELI can underwrite to insurance produced through E&S brokers and expressly prohibits a DELI from directly soliciting and negotiating coverage for a New York risk from its New York state offices," he said.

The bill does not provide E&S insurers with carte blanche in that it provides the Department of Financial Services (DFS) with authority to regulate the market in four distinct areas: solvency, investments, reporting and corporate governance.

"However, the bill retains the core substantive provisions desired by E&S insurers being rate and form freedom, exemptions from all residual markets and guaranty funds and taxation only at the broker-transaction level," Maher said.

While a domestic excess line insurer may seem an oxymoron, Maher said that E&S insurance is based on a legal fiction, noting that in New York, E&S brokers place between \$2 billion and \$3 billion worth of insurance every year.

"This legislation will permit insurers to incorporate in New York and compete in New York for E&S business and give the DFS substantial regulatory oversight and incentivize insurance groups to incorporate and bring jobs and business opportunities to the state," he said.

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Moreover, New York would join six other states that enable insurers to forgo the additional expense and inefficiency of establishing a separate excess line insurer to write business in its domiciliary state.

## 2) ELANY Sunset Extender Bill (A5694/S3857)

ELANY sought legislation to extend its statutory authority "sunset" date of July 1, 2014 to July 1, 2019. The Bill passed both houses and is awaiting transmittal to the Governor in due course.

ELANY wishes to express our gratitude to Assemblyman Skoufis and Senate Insurance Committee Chairman, Senator Seward, for sponsoring the bill and Assembly Insurance Committee Chairman, Assemblyman Cahill, for moving the Bill from his Committee to the full Assembly.

## Recent New York and Other Court Decisions May Impact Brokers

A number of recent court decisions, each of which involves nonadmitted insurance, may make brokers pine for the good old days. While brokers always suffered some exposure to allegations of errors and omissions and ultimately damage awards, there was a history of some benign decisions that may well be eroding.

While the following is oversimplified, the courts of New York have held:

1. that a broker has a duty to obtain the coverage sought by the insured within a reasonable amount of time or to inform the insured of its inability to do so (**Murphy vs. Kuhn, 90NY2d 266, 270 [1997]**),
2. that absent of a special relationship, a broker has no continuing duty to advise, guide or direct a customer to obtain additional coverage (**Murphy vs. Kuhn**),
3. that a broker is not a "professional" within the meaning of the malpractice statute of limitations, since the training and academic requirements and duty of care do not approach that of a doctor, lawyer or architect (**Chase Scientific Research Inc. vs. NIA Group, Inc. 96 NY2d 20 [2001]**), and
4. that an insured has a duty to read the policy (contract) or is precluded from litigating the question of whether the policy failed to insure the risks intended by the insured to be covered (**Metzger vs. Aetna Insurance Company, 227NY411, 416 [1920]**).

### SUE NOW, READ THE POLICY LATER

As to the duty of an insured to read the policy, New York's highest court recently interpreted that duty differently. In **American Building**

**Supply Corporation vs. Petrocelli Group, Inc. (19 NY3d 730 [2012])**, which involved an excess line policy issued by Burlington, the insured, a tenant, alleged that it "requested specific coverage" which the broker failed to obtain. The insured said it requested CGL coverage for suits should an employee be injured on the premises. No one other than employees of the tenant was ever on the premises. An employee was injured on the premises and sued the landlord, who tendered coverage to tenant's carrier Burlington, which denied coverage because of a cross liability exclusion. The exclusion barred claims by employees of any insured. Burlington prevailed in the coverage denial litigation which prompted this suit against the broker. The court, in denying the defendant broker's motion for summary judgment, held there were questions of fact, particularly regarding how specific the request for coverage was. Moreover, the court concluded that the plaintiff's failure to read the policy should not be an absolute bar to recovery and that an insured should have the right to "look to the expertise of its broker with respect to insurance matters." The duty to read the policy, as established by New York's highest court years ago in Metzger, was eroded by this decision.

Moreover, the last statement by the court is troubling because it infers the courts might apply a higher duty of care for brokers than the holdings referenced in the first four cases above.

### AGENT OR BROKER – IMPORTANT DISTINCTIONS REMAIN

In another interesting case, **First Mercury Insurance Company vs. 613 New York Inc. and Cezasim Ndreka (IICIV.2819 [PAC])**, U.S. District Court Judge Paul Crotty denied cross motions for summary judgment.

This is essentially a "late notice" case with a twist.

A CGL policy was placed by wholesaler, Brooks Insurance Group, through Cover X which bound it with First Mercury. Defendant, 613 New York Inc., was a property manager, that hired a contractor to do renovation work. Codefendant Ndreka was employed by the contractor and was injured on the job on or about March 16, 2006. In a suit for injuries, Ndreka sued 613 New York Inc. by serving a complaint on November 23, 2007. The retail broker was notified on November 30, 2007. The retailer notified Brooks on or about December 3, 2007. In the coverage case, First Mercury claimed it did not receive notice until February 23, 2009. Defendant 613 New York Inc. claims that notice to Brooks was notice to First Mercury. In other words, Brooks was the agent for First Mercury.

The policy provided that "Notice by or on behalf of the insured...to any agent of ours in New York State...shall be considered notice to us."

The court found the foregoing language to be ambiguous. First Mercury contended that Cover X was their agent, and Brooks was the excess line broker representing the interests of the insured, not an "agent" for the insurer.

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The court said the policy should have read "...agent for New York State..." instead of "in New York State" if it meant Cover X.

The court reserved for trial the questions of whether by conduct suggesting apparent authority, Brooks was First Mercury's agent or whether the ambiguity in the policy will be held against the insurer to the benefit of the insured and claimant.

In another court holding involving the Brooks Agency, **The Right Connection Plumbing & Heating Inc. vs. Illinois Union Insurance Co. et al (Index No. 24918/07) (New York Supreme Queens County May 30, 2008)**, the court noted that if you undertake a duty, you must exercise it carefully. In that case, an insured claimed Brooks provided late notice of a claim. The court dismissed the suit finding notice was timely. Brooks could have been held liable even absent privity of contract because it undertook a duty according to the court.

## ARBITRATION CLAUSES IN INSURANCE POLICIES

The question raised by the following three cases is: Can an insurance policy limit an insured or claimants rights to resolve a dispute exclusively to an arbitration forum?

In the first case, the answer appears to be yes, even if the insured/claimant does not know that he is arbitrating. In **Bakoss vs. Certain Underwriters at Lloyds of London (II-4371-CV [2d Cir. 2013])**, the United States Court of Appeals for the Second Circuit upheld the District Court's decision to grant summary judgment to Lloyds.

Plaintiff Bakoss obtained disability coverage from Lloyds under a certificate of insurance, which provided coverage for total and permanent disability. The plaintiff made a claim supported by his physician. Under the certificate, each party could choose a physician, and if they disagreed than those two would choose a third physician whose decision would be final and binding. Lloyds' doctor apparently found the insured totally, but not permanently, disabled and the jointly appointed third physician agreed.

Plaintiff commenced a suit in New York state court which was removed to federal court by Lloyd's based on the existence of a federal question. The question was: Does the Federal Arbitration Act apply and make the physician's decision an enforceable arbitration award under the Enforcement of Foreign Arbitral Awards "Convention."

Although the word arbitration never appeared anywhere in the certificate, the underlying court found the intent to delegate authority to a third party (the third physician) to make a final, and binding decision was essentially an agreement to arbitrate. On appeal, the court noted Congress' intent to create national uniformity regarding interpretation of the term "arbitration" that federal law applied and upheld the lower court's ruling in favor of Lloyds.

The second case with an arbitration issue involved **Marsh & McLennan Companies, Inc. vs. GIO Insurance Limited (IICIV 8391 [PAC])**. Marsh initiated a suit in New York state court alleging breach of contract regarding two excess professional liability policies purchased from Australian insurer, GIO. The decision noted that Marsh's Australian subsidiary's office negotiated and placed the coverage.

GIO removed the case to U.S. District court on the basis of diversity of jurisdiction and moved to dismiss the case for lack of personal jurisdiction. The court set forth two legal questions to analyze and answer. First, does New York law supply a basis of personal jurisdiction; and if so, does the assertion of jurisdiction comport with constitutional requirements? The court found that the parties agreed that New York law applied to the interpretation of the policies, that GIO spent time in Marsh's New York offices and New York statutes give rise to personal jurisdiction over contracts with New Yorkers, regardless of where the contract was performed. In denying GIO's motion, the court dismissed as "meritless" GIO's claim that the policies' arbitration clauses, which specified London as the venue for such arbitration, indicated the parties had no expectation to subject contract disputes to New York courts. The court specifically noted, however, that GIO *never* moved to compel arbitration.

Had GIO moved to stay the lawsuit and compel arbitration early in the proceeding, the result may have been quite different.

In **State of Washington, Department of Transportation (WSDOT) vs. James River Insurance Company, No. 87644-4 (Washington, January 17, 2013)**, the Supreme Court of Washington affirmed a lower court ruling that denied the defendant's motion to compel arbitration.

Plaintiff, WSDOT, was an additional insured under two policies issued by James River. After an auto accident, suit was commenced against WSDOT for wrongful death and bodily injuries. WSDOT tendered defense to James River through the named insured.

James River defended under a reservation of rights but also demanded arbitration pursuant to the policy's binding arbitration clause. In response, WSDOT brought a declaratory judgment action seeking a declaration that the arbitration clause was void. James River moved to compel arbitration. The trial court looked at two Washington state statutes. The first prohibits insurance contracts from "depriving the courts of the state of jurisdiction of an action against the insurer" and the second specifies that an unauthorized insurer must be sued in the superior court where the cause of action arose. WSDOT argued that the Federal Arbitration Act (FAA), which favors arbitrating disputes, was inapplicable in this case because another federal law, the McCarran-Ferguson Act, expressly "shields" state statutes regarding the business of insurance from federal preemption by delegating to the states the regulation of insurance. In essence, the federal government preempted itself, which is sometimes referred to as reverse preemption.

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The trial court ruled against James River's motion to compel arbitration, and the Supreme Court affirmed the ruling.

These E&S arbitration cases are important for brokers to consider. In particular, brokers should be aware when a policy essentially waives an insured's right to litigate its coverage disputes in a local court. This is particularly true if the arbitrations clause sets the arbitration venue in a foreign country or a state inconvenient to the insured. Brokers should consider making advance disclosure of such policy provisions or obtain informed consent.

## Tribute to Etta Mae Credi



Etta Mae Credi joined the Illinois Department of Insurance at the age of 21 in 1954 as property liability clerk making \$225 per month and never looked back.

Mrs. Credi died in February at the age of 79 after a 59-year Department career, and in her own way helped create the modern surplus lines industry we see today. She served under 11 governors and rose to the post of Deputy Director in the Financial Corporate regulatory section of the Department.

David Ocasek, Executive Director of the Surplus Line Association of Illinois, worked with her for more than two decades and was one of numerous industry officials who mourned her passing.

"She was always very fair. She had a wealth of institutional knowledge being that she had been around for so long," he said.

Ocasek said that the surplus lines industry in the 1950s did not have the greatest of reputations.

In her role as regulator, Credi can take her place among those producers and company executives who helped "turn the industry into the vibrant and healthy \$35 billion marketplace that it is today," he added.

Former NAPSLO Executive Director, Dick Bouhan, first met Mrs. Credi in the early 1980s and figured her for the kind of employee that keeps the wheels turning as directors come and go. "She was a grand person, and she will be missed. She understood her state's approach to surplus lines issues and saw that it was carried out."

Assistant Deputy Director, Marcy Savage, joined the Department 26 years ago and recalled Mrs. Credi as a mentor generous with her time, but who, nonetheless, could be somewhat intimidating when the situation warranted it.

She recalled one disgruntled carrier official going over Mrs. Credi's head to the Director at the time and was immediately set straight. "If she tells you to do it, then I highly suggest you do it," the Director said.

## Consequential Results of Superstorm Sandy

The post Superstorm Sandy world should see property rates rising and builders and flood mappers adjusting to a new reality.

Property casualty prices should continue to firm this year, according to a report issued earlier this year by Barclays Capital Inc. The report said that rate increases should remain in the positive territory, "especially after the impact of Superstorm Sandy."

Other analysts agree, including Mark Bernacki, Head of Global Property Group for Beazley Group. "My expectation is that Sandy will stabilize the market in which rate levels, while still positive, have been decreasing in magnitude in recent months."

Aspen CEO, Mario Vitale, said of the claims expected to exceed \$20 billion, business interruption claims will be the most difficult to determine and settle and could push the financial impact on the property insurance market even higher.

Meanwhile, homeowners and contractors looking to rebuild or build anew in the wake of Sandy will have to navigate some murky waters, according to a report earlier this month in the **Newark Star Ledger** on a meeting of the Shore Builders Association of Central New Jersey.

"The houses built post 1996 suffered very minimal damage," said construction and real estate expert, Henry Kelly, of the Kelly Group. He added that building codes needed to be bolstered to improve on the changes made 17 years ago. Flood zone maps will also have to undergo drastic changes.

According to an article in **Inside Climate Change**, updated **flood zone maps** released by the federal government, indicated that the number of houses and businesses located in the New York region's flood zones had doubled since the maps were last revised in 1986.

But more surprises could be in store as the maps also did not incorporate data from Hurricane Sandy, which caused catastrophic flooding in the nation's financial capital. Many structures destroyed by the storm were not included in the newly drawn flood zones.

"If future sea level rise had been taken into account, the flood zone would likely have been much larger," said Philip Orton, a physical oceanographer at the **Stevens Institute of Technology** in New Jersey, who served as a technical reviewer on the updated maps.



## Expansion of the Export List—13<sup>th</sup> Amendment to Regulation 41 (11 NYCRR 27)

ELANY is pleased to announce the expansion of the “**export list**” effective **for placements made on or after April 10, 2013.**

The “**export list**” sets forth types of insurance coverages that the New York Superintendent of Insurance has determined are generally not available from licensed insurers, and therefore, three declinations are not necessary. **It should be noted that risks on the “export list” only exempt the broker from the declination process requirement and not from any other affidavit and documentation filing requirements.**

The following coverages added to the “**export list**” will require **no** declinations:

**Asbestos, Fungi and Water Damage Remediation and Removal**  
Liability and Property Damage.

### **Builders Risk Insurance**

Coverage for construction projects where the total insured values exceed \$10,000,000.

### **Elevator Service and Maintenance Contractors**

Liability and Property Damage.

### **Excess Professional/Errors & Omissions Liability—All Classes**

Excess liability coverage where the underlying policy limits and/or self-insured retention is at least \$10,000,000 per occurrence.

### **Excess Salary Protection (Disability) Insurance as a monoline policy.**

Insurance pursuant to Insurance Law section 1113 (a)(31)(A) against financial loss caused by the cessation of earned income due to disability from sickness, ailment or bodily injury, in an amount up to that portion of an individual’s annual earned income, which is in excess of the amount of in-force disability insurance from an authorized insurer, in an amount not to exceed 75% of the individual’s annual earned income in total based upon the sum of the in-force disability insurance and salary protection insurance when the benefits are payable to the individual or the individual’s beneficiary.

### **Large Law Firm Lawyers’ Professional Liability Insurance (LPL)**

Professional liability for a law firm that has more than 100 attorneys.

### **Recreational Guide Services**

Coverage for outfitters and guides for Camping, Hiking, Rafting, Bungee Jumping, Parachuting, Hunting and Fishing Clubs, Shooting Ranges, Hunting and Fishing and similar recreational activities.

### **Vacant or Unoccupied Buildings**

Primary and/or Excess “Liability” Insurance for vacant or unoccupied Buildings.

## New York State Department of Financial Services Superstorm Sandy Insurer Report Card Results

While the insurance industry got high marks for its handling of Sandy-related claims, there were some notable exceptions, according to the New York State Department of Financial Services (DFS).

In February 2013, Superintendent of Financial Services Benjamin Lawsky singled out Tower Group Inc., Narragansett Bay Insurance Company and Kingstone Insurance Company as having much higher-than-average complaints reported to the DFS by consumers.

Narragansett policyholders were said to suffer cancelled adjuster appointments “with little or no notice,” while complaints regarding Tower allegedly created “the appearance that the company has engaged in a pattern of failing to send adjusters to inspect damaged properties.”

On a relative basis, Tower generated complaints on 1.48% of the claims it handled, placing the company behind New York Property Insurance Underwriting Association and QBE Insurance Group among the 24 groups reviewed. Narragansett’s ratio of complaints to claims was 1.33%, while Kingstone’s was .64%, one point below the .65% average.

In a February 22, 2013 statement, Tower strongly objected to the allegations in the DFS report issued by Governor Andrew Cuomo. “We were surprised and disappointed to see that the Governor’s office repeated the same allegations in his February 21, 2013 press release without any acknowledgement that Tower complied with the DFS’s request with information that fully refutes the allegations contained in the DFS’s original inquiry.”

Narragansett founder, Nick Steffey, expressed surprise at the report “because of how hard we’ve been working with the DFS and how seriously we take what we do.”

Also late last month, the DFS announced a mediation process for homeowners disputing their insurance claims, dissatisfied with denials of claims arising from SuperStorm Sandy, or wishing to reopen closed paid claims. The mediation process was promulgated as the 15th Amendment to Regulation 64.

The mediation process is mandatory for authorized insurers and obligates insurers to notify homeowners of the right to mediate eligible claims. Insurers must participate in good faith and pay the costs for the mediation program to be run under the aegis of the American Arbitration Association. Insurers are not obligated to offer settlement terms but may do so in the mediation process.

The mediation is not binding on homeowners and will not affect the homeowner’s other legal rights, such as the right to request an appraisal, to file a civil suit or any other rights protected by law.



## ELANY 2013 Calendar

April	
Thursday April 25	<b>Professional Insurance Agents of New York (PIANY) Long Island RAP</b> Leonard's of Great Neck Great Neck, NY
May	
Wednesday May 8	<b>Annual Members Meeting</b> Battery Gardens Restaurant New York, NY
Thursday May 9	<b>Independent Insurance Agents &amp; Brokers of New York (IABNY) Annual Business Meeting</b> The Otesaga Resort Hotel 60 Lake Street Cooperstown, NY
Monday May 13	<b>ELANY Annual Legislative Reception The University Club of Albany</b> Albany, NY **OPEN TO THE PUBLIC**
Sunday–Wednesday May 19–May 22	<b>American Association of Managing General Agents (AAMGA) Annual Meeting</b> New Orleans Marriott Hotel New Orleans, LA
Wednesday–Friday May 29–May 31	<b>New York Insurance Association (NYIA)</b> 2013 Annual Conference High Peaks Resort Lake Placid, NY
June	
Sunday–Tuesday June 9–June 11	<b>Professional Insurance Agents of New York (PIANY) NY/NJ Joint Conference</b> Trump Taj Mahal Atlantic City, NJ
July	
Thursday–Sunday July 11–July 14	<b>National Conference of Insurance Legislators (NCOIL) Summer Meeting</b> Philadelphia Marriott Downtown Philadelphia, PA
August	
Saturday–Tuesday August 24–August 27	<b>National Association of Insurance Commissioners (NAIC)</b> JW Marriott Indianapolis & Indianapolis Marriott Downtown Indianapolis, IN
September	
Monday–Thursday September 30–October 3	<b>National Association of Professional Surplus Lines offices, Ltd (NAPSLO) Annual Convention</b> San Diego, CA Location: TBD

November	
Thursday–Sunday November 21–November 24	<b>National Conference of Insurance Legislators (NCOIL) Annual Meeting</b> Hilton Nashville Downtown Nashville, TN
December	
Wednesday December 11	<b>IICF ANNUAL GALA</b> Location–TBD
Sunday–Wednesday December 15–December 18	<b>National Association of Insurance Commissioners (NAIC) Fall Meeting</b> Washington Marriott Wardman Park Washington, DC

## And thanks to....

ELANY wants to express our appreciation to Steve Tuckey, who assisted in writing this edition of the E&S Empire Express. Steve has written on insurance issues for more than ten years for several national media ELANY wants outlets.



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