

EMPLOYMENT HISTORY

Austin & Stanovich Risk Managers, LLC

Holden, MA/Providence RI

May 2002 to Present

Stanovich Risk Managers, LLC

Holden, MA

January 2002 to May 2002

Brale & Wellington Insurance Agency Corp.

Worcester, MA

Chief Operating Officer

Manage all commercial insurance operations January 2000 to December 31, 2001

Vice President, Commercial Insurance

November 1988 to January 2000

Account Executive

November 1986 to November 1988

J.H. Albert International Insurance Advisors, Inc.

Needham Heights, MA

Assistant Vice President/Senior Consultant

October 1985 to November 1986

Assistant Vice President/Staff Consultant

March 1984 to October 1985

Insurance Analyst

November 1983 to March 1984

Hanover Insurance Company

Worcester, MA

Senior Staff Underwriter – Commercial Casualty Supervisor

July 1982 to November 1983

Underwriter – Commercial Casualty

October 1980 to July 1982

Underwriter – Personal Lines

September 1978 to October 1980

EDUCATION

Bridgewater State College

Bachelor of Science-Education

June 1978

RISK AND INSURANCE EDUCATION

Certified Risk Manager designation/Society of CRM 2011

Certified Insurance Counselor designation/Society of CIC - 1994

Chartered Property and Casualty Underwriter designation/Society of CPCU -1987

Associate in Underwriting designation/Insurance Institute of America - 1982

LICENSES

Massachusetts Insurance Producer

November 1987 to present

Massachusetts Insurance Advisor

April 1984 to present

New Hampshire Insurance Producer

February 2008 to present

Connecticut Certified Insurance Consultant

February 2008 to present

Rhode Island Insurance Producer

December 2012 to present

SELECTED RECENT SPEAKING ENGAGEMENTS

CGL Endorsements: The Good and the Bad

38th IRMI Construction Risk Conference
Houston, TX – November 2018

Problematic Additional Insureds

37th IRMI Construction Risk Conference
Indianapolis, IN – November 2017

Trends in Additional Insured Coverage

36th IRMI Construction Risk Conference
Orlando, FL – November, 2016

Additional Insured – Issues and Challenges

34th IRMI Construction Risk Conference
Nashville, TN – November, 2014

Trends in Additional Insured Coverage

32th IRMI Construction Risk Conference
Orlando, FL – November, 2012

"The CGL Policy"

Society of Certified Insurance Counselors
Blue Springs, MO – CGL/Add'l Insured – January 2019
Grand Rapids, MI - CGL Exclusions – March 2019
Charlotte, NC – November 2018

"Workers' Compensation"

Society of Certified Insurance Counselors
Nashua, NH – May 2017
Northampton, MA – April 2017

"Business Auto Policy"

Society of Certified Insurance Counselors
Buffalo, NY – May 2017

James K. Ruble Graduate Seminars

Society of Certified Insurance Counselors
The Additional Insured – King of Prussia, PA – May, 2019
Commercial Leases – Denver - March, 2019
Contractors Seminar – Philadelphia PA – March 2018

Expert Commentator – General Liability – IRMI.com

April 2002 to present

Member, National Faculty, Society of Certified Insurance Counselors 2000 to present

Member – Board of Directors – Society of Certified Insurance Counselors 2005 to 2011

*Member, Massachusetts Society of Licensed Insurance Advisors
1995 to present*

*Member, Society of Certified Insurance Counselors
1994 to present*

*Member, Society of Certified Risk Managers Intl
2011 to present*

*Member, Society of CPCU
1987 to present*

INSURANCE/RISK MANAGEMENT ORGANIZATIONS

PUBLICATIONS

Articles – International Risk Management Institute (IRMI.com) – past 10 years:

- How the Limits Apply in the CGL – 2019
- The Hazards of Products-Completed Operations – 2019
- Primary and Noncontributory - 2018
- More Coverage Misconceptions of the CGL Policy -2018
- Faulty Work and the CGL - 2018
- Contractual Liability and the CGL - 2018
- Commercial Umbrellas and the Demand for Primary and Noncontributory - 2017
- Coverage Gaps Created by Exclusionary Endorsements- 2017
- Additional Insured Issues – 2016 (Part Two)- 2017
- Additional Insured Issues – 2016 (Part One) – 2016
- Commercial Umbrella – A Few Things to Consider –2016
- Employers Liability Exclusion in the CGL –2015
- Pennsylvania Adopts First Manifestation Rule as the CGL Coverage Trigger – 2015
- The ISO Classification System and the CGL Policy – 2015
- The Duty to Defend – Groundless, False or Fraudulent – 2014
- The Montrose Endorsement – 15 Years Later – 2014
- The "Your Work" Exclusion – A Curious View – 2014
- The CGL and the Professional Liability Exclusion- 2014
- Subrogation and the CGL – 2013
- Broad Form Property Damage - A Look Back – 2013
- Does the CGL Apply After the Sale? -2013
- The 2013 Edition of the CGL policy - 2013
- The Claims-Made CGL Policy - 2012
- Contractual Liability Exclusion – The Ball is in Your Court - 2012
- Punitive Damages- Setting an Example - 2012
- Primary and Noncontributory - 2012
- Is the Occurrence Bodily Injury or Property Damage? - 2011
- Additional Insured – Automatic or Wet Blanket? – 2011
- Legal Separation – The Severability Test in The CGL -2011
- The Increasingly Complex CGL - 2011
- Pay Me Back! Reimbursement of Defense Costs in the CGL - 2010
- Product Recall Expense Exclusion – When Your Ship Does Not Come In - 2010
- The Impaired Property Exclusion in the CGL Policy - 2010
- A High-Level View of the CGL Policy - 2010
- Contractual Confusion – Assuming the Liability of Others - 2009
- Other Insurance and the CGL - 2009

Articles – AmWINS Group, Inc. Client Advisory

- Causation and its Implications in First Party Insurance – April, 2019
- AIA 2017 Insurance Requirements – An Introduction – November, 2017
- Coinsurance and Blanket Limits in Commercial Property Insurance – September, 2017
- Landlord and Tenants and the Subrogation Dilemma – August 2017
- Builder’s Risk Insurance – January 2016
- The Supreme Court of Texas Decides the Insurance Dispute in the BP Oil Spill – March, 2015
- Construction Defect Claims – An Update – January, 2015
- Contractors Insurance Requirements – A Primer – December, 2014
- Additional Insured Endorsements – After the Work is Done – September, 2014
- Additional Insured Endorsements – Which Apply? July, 2014
- Wrap-Up Insurance Program – Part Two – March, 2013
- Wrap-Up Insurance Program – Part One- February, 2013
- Contractual Risk Transfer: Contractual Indemnification Versus Additional Insured – March, 2012
- Big Changes in Texas: Limitations on Indemnity and Additional Insured – December, 2011
- Third Party Over Claims – Part I and II – March 2011
- Insuring Construction Managers – June, 2009
- General Contractor or Construction Manager – May, 2009
- Relieved of Liability – The Need for Discontinued Products Coverage – February, 2009
- Commercial Umbrella – Stand Alone or Follow Form – January, 2009

PREVIOUS TRIAL TESTIMONY
(Within Prior Four Years)

Superior Court of Bristol County – Commonwealth of Massachusetts – 2018

City of Taunton v. Axis Insurance Company, Farrell Backlund Insurance Agency, LLC and Russell Martorana – Commonwealth of Massachusetts – Superior Court Department –Civil Court No. 2012 CV 00884 (Retained by Farrell Backlund)

Standard of care of an insurance producer in determining a limit for Ordinance or Law – Increased Cost of Construction

Circuit Court – State of Florida - 2017

Michelle Claverol and Merlin Law Group, P.A., v. Raymond Young and Paula Young – In the Circuit Court of the 11th Judicial Circuit in and for Miami Dade County, Florida – Case No. 15-9060-CA-01 (Retained by Michelle Claverol and Merlin Law Group).

Meaning of the Anti-Concurrent Causation (ACC) preamble to the Earth Movement (subsidence) Exclusion in a Homeowners policy

Superior Court of Middlesex County – Commonwealth of Massachusetts – 2016

Pavonix, Inc. Formerly known as Softscape, Inc. v. EBSCapstone LLC and Capstone Insurance, LLC – Commonwealth of Massachusetts- Middlesex County Superior - Court Civil Action No. MICV2011-01399 (Retained by EBSCapstone)

Standard of care of a reasonably prudent insurance producer as well as the availability of cyber coverage

Superior Court – State of Connecticut - 2016

Pine Orchard Yacht and Country Club, Inc. v. Underwriters at Lloyd’s London and Sinclair Insurance Group, Inc.– State of Connecticut Superior Court JD of New Haven at New Haven Case No. CV 12-8032519-S (Retained by Pine Orchard)

Superior Court of Middlesex County – Commonwealth of Massachusetts – 2016

The Saint Consulting Group, Inc. v. Eastern Insurance Group, LLC and Robert Danahy – Commonwealth of Massachusetts – Woburn Superior Court CA No. 12-2218 (Retained by Eastern & Danahy)

Standard of care of reasonably prudent insurance producer in placing and handling Errors & Omissions coverage and Directors' & Officers' Insurance coverage.

Circuit Court – State of Florida - 2015

Louis Orloff & Matrix Group Limited, Inc. v. Sandbergen Insurance, Inc. – State of Florida, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Civil Division, Case No: 13-004439-CI/Section: 21 (Retained by Sandbergen) - October, 2015

Standard of care of reasonably prudent insurance agent in placing property insurance coverage

Superior Court – State of Connecticut - 2015

Northeast Utilities Service Company and the Connecticut Light and Power Company v. American Electrical Testing Co., Inc. v. Corcoran & Havlin Insurance Group –State of Connecticut- Superior Court- Docket No.: X10-V-10-6005436 – (Retained by Corcoran & Havlin) – March, 2015

Scope of coverage for an additional insured in standard bureau forms and standard of care of reasonably prudent insurance agent or broker

PREVIOUS DEPOSITION TESTIMONY
(Within Prior Four Years)

James D. Nichols v. Zurich American Insurance Company – Commonwealth of Kentucky – Jefferson Circuit Court – Division Ten – Civil Action No. 05-CI-08961 – November, 2018 (Retained by James Nichols)

Whether insurer had any rational basis for denying payment of damages for an underinsured motorist claim on under a Business Auto Policy Coverage Form policy.

DISH Network Corporation and DISH Network LLC v. ACE American Insurance Company – United States District Court for the Southern District of New York – Case No: 1:16 –cv-04011-ALC – October 2018 (Retained by DISH Network)

Whether ACE considered DISH to be in the business of broadcasting or telecasting when underwriting the CGL policy.

Wakefern Food Corp. et al. v. Lexington Insurance Company, The Associated Agencies, Inc. and BWD Group LLC – Superior Court of New Jersey – Law Division – Middlesex County – Docket No. MID-L 6483-13 – March, 2018 (Retained by The Associated Agencies, Inc)

Standard of care and whether insurance broker breached standard of care in BWD's placement of property policy with Lexington Insurance Company.

Krissy McKenzie Withrow and Justin McKenzie, Co-Administrators of the Estate of Kenneth McKenzie v. General Star Indemnity Company – Commonwealth of Kentucky – Bath Circuit Court – Division I – Civil Action No. 08-CI-90218 - March, 2018 (Retained by Estate of Kenneth McKenzie)

Insurer should use reasonable efforts to comply with the law of state in which the insurer is providing coverage.

Mid-Continent Casualty Company v. JWN Construction, Inc. an inactive Florida corporation; Underwriters at Lloyd's London a/s/o Dr. Michael Flax, a foreign corporation and Michael D. Flax, an individual – United States District Court, Southern District of Florida, West Palm Beach Division – Case:9:17-cv-80286-RLR – November, 2017 (Retained by Lloyds and Michael Flax)

Meaning of “your work” in a CGL policy as well the “Damage to Your Work” exclusion in a CGL policy.

Metropolitan Property & Casualty Insurance Company et al. v. Auto-Owners Mutual Insurance Company – In the Iowa District Court for Polk County – Law No: CVDV047855 – September 2017 (Retained by Metropolitan)

Whether a limited liability company is insured under a CGL policy for only the “conduct of a business” and whether either listing a location or the classification description restricts CGL coverage for an insured

Viking Construction, Inc. v. 777 Residential LLC et al v. Liberty Fire Insurance Company et al – Superior Court – Judicial District of Hartford at Hartford – Docket No. HHD-CV16-6065016-S – July 2017 (Retained by 777 Residential)

Role and importance of a builder’s risk policy in the insurance industry, including the general purpose and the scope of coverage usually and the insurance industry’s generally accepted understanding of its coverage terms, including of the faulty workmanship exclusion.

Connecticut Scooter Pro’s LLC v. Forlivio Acquisition Corp. D/B/A John M. Glover Agency ET AL – Superior Court J.D. of Middlesex at Middletown Docket No. MMX-CV16-6014798-S – January 2017 (Retained by Scooter Pro’s LLC)

Standard of care of insurance producer in placing general liability coverage for a motor scooter sales and service customer

Pictorial Offset Corporation, et al v. Zurich American Insurance Company – United States District Court for the District of New Jersey – Index No. 2:14-CV-5024 (ES-MAH) (Retained by Pictorial Offset) – August, 2016

Insurance industry custom and practice relating to drafting of policy limits

Walter & Judith Hauck v. Amica General Agency, Inc.; Amica Mutual Insurance Company and Foremost Insurance Company – United States District Court District of Connecticut – Case No. 3:15-cv-01100-RMC (Retained by Walter & Judith Hauck) July, 2016

Standard of care of insurance producer employed by direct writer and standard of care of agency when referring its customers to another insurer while keeping customer and receiving commission for the referral

Belamose Business Park LLC v. Peerless Insurance c/o Liberty Mutual Group and Michael Carlson Agency and Wentworth-Deangelis, Inc. Superior Court – J.D. of Hartford at Hartford Docket No. HHD CV 12 6036488 S (Retained by Belamose) – October/November 2015

Standard of care of insurer applicable to an insurer when imposing building values on policyholder; Standard of care of insurance agents in imposing building values on policyholder

National Union Fire Insurance Company of Pittsburgh, PA v. Intrawest ULC et. al v. Willis North America, Inc. et. al – United States District Court – District of Colorado – No. 1:13 CV-00079-PAB-KMT (Retained by Intrawest) – October, 2015

Meaning of “per project” in an rolling OCIP CGL policy and the standard of care applicable to an insurance broker in the placement and handling of a rolling OCIP

Kimberly Allen v. Eric Bowen, Bowen Insurance Agency, LLC, the Quaker Insurance Agency of Massachusetts, Inc. and Certain Underwriters at Lloyd's, London – State of Maine Superior Court Docket No. CV 2014-180 – (Retained by Kimberly Allen) – September 2015

Standard of care of reasonably prudent insurance broker in placing homeowner's insurance for detached barn

Pine Orchard Yacht and Country Club, Inc. v. Underwriters at Lloyd's London and Sinclair Insurance Group, Inc. – State of Connecticut Superior Court JD of New Haven at New Haven Case No. CV 12-8032519-S (Retained by Pine Orchard) – August, 2015

Standard of care of reasonably prudent insurance agent in placing flood insurance coverage

Louis Orloff & Matrix Group Limited, Inc. v. Sandbergen Insurance, Inc. – State of Florida, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Civil Division, Case No: 13-004439-CI/Section: 21 (Retained by Sandbergen) - July, 2015

Standard of care of reasonably prudent insurance agent in placing property insurance coverage

Mary Karen Stumbo and Gregory D. Stumbo v. Dwyer Concrete Lifting of Lexington, Inc. and USF Insurance Company – Commonwealth of Kentucky, Floyd Circuit Court, Division II, Civil Action No. 06-CI-00116 (Consolidated with 07-CI-01164) (Retained by Stumbo) – January, 2015

Whether insurer had any rational basis for denying defense and indemnity coverage under a Commercial General Liability policy.

CONTACT:

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