

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

Bralely & 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

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
Philadelphia, PA – December, 2014
Nashville, TN – August, 2014
Des Moines, IA – May, 2014

“Business Auto & Workers’ Compensation”

Society of Certified Insurance Counselors
Fort Worth, TX – September, 2011
Kalamazoo, MI – September, 2009

James K. Ruble Graduate Seminars
Society of Certified Insurance Counselors
Contractors Seminar – Newton, MA April, 2014
Advanced CGL – Phoenix, AZ – March, 2014
Legal Concepts – St. Petersburg, FL – February,
2014

*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

Expert Commentator – General Liability – IRMI.com
April 2002 to present

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

PUBLICATIONS

Books:

- Author - Commercial General Liability (Dearborn Financial Publishing, Inc. 2003)
- Co-Author – Terrorism Coverage for Commercial Lines (Dearborn Financial Publishing, Inc. 2003)

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

- The ISO Classification System and the CGL Policy – March, 2015
- The Duty to Defend – Groundless, False or Fraudulent – December, 2014
- The Montrose Endorsement – 15 Years Later – September, 2014
- The “Your Work” Exclusion – A Curious View – June, 2014
- The CGL and the Professional Liability Exclusion- April, 2014
- Subrogation and the CGL – December, 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
- Trigger Theories and the CGL - 2008
- Care, Custody or Control in CGL - 2008
- A Summary of Changes – December 2007 ISO CGL - 2008
- CGL Exclusion for Expected or Intended Injury - 2008
- Liquor Liability Exclusion in the CGL – 2008
- When Workers Aren’t Employees - 2007
- In Defense of Insured Contracts - 2007
- No Harm, No Coverage – Personal and Advertising Injury Coverage in the CGL (Two Parts) - 2007
- The Hazards of Products and Completed Operations - 2006
- Additional Insured Endorsements – A Potential Minefield (Three Parts) - 2006
- Auto v. Mobile Equipment in the 2004 CGL – An Update - 2005

Articles – Society of CPCU – CLEW Newsletter

- Interpreting Insurance Policies – When Courts Take Shortcuts - 2007
- The Observations of an Expert Witness – The View From Behind a Pile of Depositions– 2006

Articles – AmWINS Group, Inc. Client Advisory

- The Supreme Court of Texas Decides the Insurance Dispute in the BP Oil Spill – March, 2015
- Construction Defect Claims – An Update – January, 2015
- 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
- Discontinued Products-Completed Operations – August 2008
- MCS-90 Endorsement – June 2008
- Owner's Interest Liability Insurance – January 2008
- Construction Defects – Part I and Part II – September 2007

Articles - Miscellaneous

- Certificates of Insurance - (with William K. Austin) — Rough Notes Magazine – 2005
- Subrogation and Risk Management – Risk Management Magazine – RIMS - 2005
- Coming to Grips with the “Absolute” Pollution Exclusion – The John Liner Review- - 1995

PREVIOUS TRIAL TESTIMONY

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

Superior Court Essex County – Commonwealth of Massachusetts- 2013

Brian T. Witkowski v. Richard W. Endlar Insurance Agency, Inc. et al Commonwealth of Massachusetts – Superior Court of Salem CA NO. 07-958-A (Retained by Richard W. Endlar Insurance Agency, Inc.)

Purpose of a Certificate of Insurance

Superior Court Rockingham County – State of New Hampshire - 2011

Michael Whittier and Stacey Whittier v. Lehrer & Madden, Inc. – The State of New Hampshire Rockingham County Superior Court Docket No. 07-C-479 (Retained by Lehrer & Madden, Inc.)

Standard of care of reasonably prudent insurance agent in placing coverage for a vacant dwelling and availability of coverage for water damage to vacant dwelling

Superior Court Washington County – State of Rhode Island – 2011

Allan Shine, as Receiver for Kingston Camera, Inc. v. Joseph Gilmartin & J.J. Gilmartin & Son Insurance Agency, Inc. – State of Rhode Island: CA-NO. 2006 -0069 (Retained by Gilmartin)

Availability of property insurance coverage to lessee with no ownership interest in property in the event of a total loss to leased property

Superior Court of Middlesex County – State of New Jersey – 2011

Specialty National Insurance Company v. NIP Group, Inc. – State of New Jersey Law Division: Middlesex County Docket No: MID-L-6210-09 (Retained by NIP Group, Inc)

Custom, practice and reasonableness of methodology used by insurance of agency in calculating amounts due under a profit sharing agreement with its insurer.

Superior Court of Essex County – Commonwealth of Massachusetts – 2011

Bomco, Inc. v. Mazonson, Inc. and Mazonson, LLC – Commonwealth of Massachusetts – Lawrence Superior Court CA No. 05-1665-C (Retained by Mazonson, LLC)

Standard of care of reasonably prudent insurance producer in explaining to customer the purpose and availability of a Foreign Aircraft Liability Coverage Endorsement to an Aircraft Products Liability policy.

United States District Court – District of Massachusetts – 2010

Cape Ann Marina, Corp. v. Watson Insurance Agency, Inc. – Civil Action No. 07-11983 (Retained by Watson Insurance Agency, Inc.)

Standard of care of reasonably prudent insurance producer in advising customer as to values of buildings built and owned by the customer.

Circuit Court of St. Louis County – State of Missouri – 2010

Maritz, Inc. v. Federal Insurance Company – Case No. 07CC-001163 (Retained by Maritz, Inc.)

Industry custom and practice in determining the meaning of an undefined phrase used in an insurance contract.

Superior Court Judicial District of Hartford – State of Connecticut – 2009

State of Connecticut v. Acordia, Inc. State of Connecticut Superior Court, Complex Litigation Docket; No. HHD-CV-07-4027314 (Retained by Acordia, Inc.)

Custom and practice of insurance agents and brokers regarding contingency commissions and potential conflicts of interest

Superior Court of Bristol County - Commonwealth of Massachusetts - 2004

Richard Vargas & Lillian Vargas v. Sylvia and Company Insurance Agency- Civil Action No 2001-00743 (Retained by Sylvia and Company Insurance Agency)

Standard of care of reasonably prudent insurance broker in preparing an application and Certificate of Insurance

Superior Court of Suffolk County - Commonwealth of Massachusetts - 2000

Capital Site Management Associates v. Inland Underwriters Insurance Agency Ltd. (Retained by Inland Underwriters Insurance Agency Ltd.)

Standard of care of reasonably prudent insurance broker to inquire as to vacancy of property

PREVIOUS DEPOSITION TESTIMONY

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.

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) - June, 2014

Scope of coverage for an additional insured in standard bureau forms

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) – April, 2014

Standard of Care of a reasonably prudent insurance producer as well as the availability of coverage.

Champlain's Realty Associates, Inc. et al. v. Durfee Buffinton Insurance Agency, Inc. et al – State of Rhode Island and Providence Plantations – Washington County Superior Court C.A. NO: WC07-0396 (Retained by Durfee Buffinton Insurance Agency) – January, 2013

Standard of care of reasonably prudent insurance broker as well as the meaning of “fully insured”

South Valley Plumbing, Inc. v. Certain Underwriters at Lloyds, London –State of California, Santa Clara County Superior Court Case No. 109CV160346.(Retained by South Valley Plumbing, Inc.) – October, 2012

Prior Work exclusion and its coverage implications on a CGL policy for a plumbing contractor; custom & practice in underwriting, including notice to policyholder of substantial reduction in coverage as well as representations as respect additional insured endorsement CG 20 10 11/85

Republic Plastics, Ltd. and Plastics Management LLC v Willis of Texas, Inc. and Integon Specialty Insurance Company N/K/A Maiden Specialty Insurance Company – District Court, 25th District, Guadalupe County – State of Texas Cause No. 10-2475 (Retained by Republic Plastics, Ltd.) – September, 2012

Standard of care of reasonably prudent insurance broker in understanding the workings of property insurance limits

Yang Ming Marine Transport Corp. et al v. Dwight Rudd & Co.,Inc.,Wolpert Insurance Agency, Itz-Ohlson Transport, Inc., Charles D. Itz and Robert Mucci Suffolk Superior Court, County of Suffolk, Commonwealth of Massachusetts - Civil Action No. 2004 -05567-P (Retained by Wolpert Insurance Agency) – November, 2011

Extent of coverage provided in a Motor Truck Cargo policy

Grandview One v. Auto-Owners Insurance Company – Marion Superior Court, County of Marion, State of Indiana – Cause No. 49D04-0909-CT-044722 (Retained by Grandview One) – July, 2011

Meaning of “vacancy” when undefined in a Businessowners Policy

Capstone Building Corp. v. Alexion-Pereira Insurance Agency, Inc. – Suffolk Superior Court – Civil Action No. 08-1202-A (Retained by Alexion-Pereira Insurance Agency, Inc.) – April, 2011

Standard of care of reasonably prudent insurance producer placing coverage for construction customer

RLI Insurance Company v. Arthur Klonsky, Jane Klonsky and Maria Rosatone – United States District Court for the District of Vermont – Case No. 2:09-CV-157 (Retained by Arthur & Jane Klonsky)– October, 2010

Custom and practice of underwriting, the meaning of “self-underwritten” and insurer’s use of rescission after a loss compared to customary underwriting practice prior to a loss.

Caribbean Beach Club Association, Inc. v Axis Surplus Insurance Company fka Sheffield Insurance Corporation – In the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida Civil Division - Case No. 06-CA-004562- (Retained by Caribbean Beach Club Association, Inc.) August 2010

The meaning of Undamaged Portion of Building with Ordinance or Law Coverage Endorsement as included within a Commercial Property – Building and Personal Property Coverage Form.

Bomco, Inc. v. Mazonson, Inc. and Mazonson, LLC – Commonwealth of Massachusetts - Superior Court CA No. 05-19665-C (Retained by Mazonson, LLC) – July 2010

Standard of care of reasonably prudent insurance producer in explaining to customer the purpose and availability of a Foreign Aircraft Liability Coverage Endorsement to an Aircraft Products Liability policy.

Maritz, Inc. v. Federal Insurance Company - In the Circuit Court of St. Louis County, State of Missouri – Case No. 07CC-001163 (Retained by Maritz, Inc.) – March, 2010

The meaning of the “Insured v. Insured Exclusion” in a Directors’ & Officers’ Liability policy

Woodmont Country Club, Inc. v. Reimer Insurance Group and American Insurance Company, In the Circuit of the 17th Judicial District of the State of Florida, Broward County, Case NO: 0824133 12 (Retained by Woodmont Country Club, Inc.) – January 2010

Standard of care of insurance agent or broker in explaining to customer the workings of coinsurance

State of Connecticut v. Acordia, Inc. State of Connecticut Superior Court, Complex Litigation Docket; No. HHD-CV-07-4027314 (Retained by Acordia, Inc) – April 2009

Custom and practice of insurance agents and brokers regarding contingency commissions and potential conflicts of interest

Tiara Condominium Association, Inc. v. Marsh & McClennan, Inc. Marsh, Inc. Marsh USA, Inc. – United States District Court – Southern District of Florida – Case No. 08-80254 (Retained by Marsh) – October, 2008

Standard of care required of insurance broker in providing advice to a condominium association under a Wind only policy, including post-claim advice

Legatus Emergency Services, LLC vs. Charles L. Crane Agency and Carey Prewitt .- In the Circuit Court of The County of St. Louis, State of Missouri – Case No. 05-CC-002666 (Retained by Legatus Emergency Services LLC) – July 2008

Standard of care required of insurance broker when providing advice as to the financial wherewithal of insurance company

Owner-Operator Independent Drivers Association, Inc. et al v. Supervalu – United States District Court, District of Minnesota – Civil File No. 05-cv-2809 JRT/JJG (Retained by Owner-Operator Independent Drivers Association, Inc.) – May, 2008

Benefits and burdens of insurance requirements imposed on independent drivers delivering to Supervalu warehouses.

Maritz, Inc. v. Federal Insurance Company and Lockton Companies of St. Louis, Inc.- In the Circuit Court of St. Louis County, State of Missouri – Case No. 07CC-001163 (Retained by Maritz, Inc.)– February 2008

Standard of care required of insurance broker when promising comprehensive risk management assessment to customer

Mukesh Patel v. Dolan & Maloney Insurance , LLC A/K/A Dolan, Maloney & Melfa, Paul Maloney, and Andover Companies – Essex Superior Court – Commonwealth of Massachusetts - Civil Action No. 00391- C – (Retained by Dolan & Maloney insurance) January, 2008

Standard of due diligence of insurance broker to seek coverage for customer

Mark Goldstein as assignee for Juris Publishing, Inc. v. Juris Publishing, Inc. and Graphic Arts Mutual Insurance Company . United States District Court for the Southern District of Florida Case No. 05-23263 (Retained by Graphic Arts Mutual Insurance Company) September, 2006

Historical personal & advertising injury coverage in the CGL policy for publishers

Utica Mutual Insurance Company v. Wieczorek Insurance, Inc - United States District Court for the District of New Hampshire Civil Action No. 04-325-JD (Retained by Utica Mutual) October, 2005

Agent's duty to disclose information to insurer regarding previous arson losses

D.C. Holding Company, Inc. v. Shuckers of Orlando SOBT, Inc. & Lloyds of London_ Court of the Ninth Judicial Circuit, Orange County, Florida Case No. 02-CA-7666 (Retained by D.C. Holdings Company, Inc.)- July, 2005

Issues of material misrepresentation in Commercial Property Policy

CONTACT:

Craig F. Stanovich, CPCU, CIC, CRM, AU
Austin & Stanovich Risk Managers LLC
1174 Main Street, Holden, MA 01520
888-540-7604 (Phone) 888-650-7803 (FAX)

Email: cstanovich@austinstanovich.com Web: www.austinstanovich.com