

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

Massachusetts Insurance Advisor

New Hampshire Insurance Producer

New Jersey Insurance Producer

Connecticut Certified Insurance Consultant

Rhode Island Insurance Producer

Pennsylvania Insurance Producer

Tennessee Insurance Producer

SELECTED RECENT SPEAKING ENGAGEMENTS

Mind the Gap: Identifying and Managing General Liability Coverage Gaps

43rd IRMI Construction Risk Conference

Orlando, FL-November 2023

Winner: Words of Wisdom Award.

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

"The CGL Policy"

Society of Certified Insurance Counselors
Erie, Pa -CGL/Add'l Insured – September 2024
MA (Remote) - CGL/Add'l Insured – February 2024
Houston, TX - CGL/Add'l Insured – April 2023
MA (remote) – CGL/Add'l Insured – February 2023
Virginia Beach, VA -CGL/Add'l Insured – September 2022
Charlotte, NC – CGL/Add'l Insured – May 2022

"Workers' Compensation"

Society of Certified Insurance Counselors
Falmouth, MA – June 2023
MA (remote) – February 2022
Phoenix, AZ – February 2020

"Business Auto Policy"

Society of Certified Insurance Counselors
Falmouth, MA – June 2023
MA (remote) – February 2022
Phoenix, AZ – February 2020

James K. Ruble Graduate Seminars

Society of Certified Insurance Counselors
PA – Advanced CGL – August 2023
VA – Commercial RE Leases – September 2022

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

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

PUBLICATIONS

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

- Commercial Umbrella – A Few Things to Consider –2024
- Coverage Challenges in the CGL - 2023
- The Auto Exclusion in the CGL Policy - 2022
- Do Trade Names Limit the CGL Policy - 2022
- Subsidence Exclusion in the CGL Policy - 2022
- Auto versus Mobile Equipment in the CGL - 2021
- Loss of Use as Property Damage - 2021
- The CGL Pollution Exclusion - 2021
- Employers Liability Exclusion in the CGL –2021
- Commercial Umbrella – Exhaustion of Underlying Insurance – 2020
- The Corona Virus and the CGL Policy - 2020
- The ISO Classification System and the CGL Policy – 2015
- 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
- Pennsylvania Adopts First Manifestation Rule as the CGL Coverage Trigger – 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

Articles – AmWINS Group, Inc. Client Advisory - past 10 years

- Construction Industry: Does Your Umbrella Have You Covered? – November, 2021
- Commercial General Liability Exclusions J(5) and J(6) are Not the Same – October, 2021
- Builder's Risk Insurance and the Defects, Errors and Omissions Exclusion – February, 2021
- 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

PREVIOUS TRIAL TESTIMONY
(Within Prior Four Years)

Superior Court – State of New Jersey – 2022

Pranav Jampala 01, LLC, v. Wilshire Insurance Company, Longo Agency, Inc. – Superior Court of New Jersey Law Division, Hudson County, Docket No: HUD-L-978-19, December 2022 (Retained by Longo Insurance Agency)

The standard of care when offering renewal coverage for customer

Arbitration – State of Ohio - 2021

U.S. Acute Care Solutions, LLC v. The Doctors Company Risk Retention Group - Case No. 01-19-004-2324- American Arbitration Association, State of Ohio, July 2021 (Retained by U.S Acute Care Solutions, LLC)

The purpose and workings of a multi-year rate guarantee

Superior Court – State of Connecticut - 2020

A Better Way Wholesale Autos, Inc. v. Republic-Franklin Insurance Company – State of Connecticut – J.D. of Waterbury at Waterbury Superior Court – Docket No: CV-14-6025010-S January 2020 (Retained by Republic-Franklin Insurance Company)

The meaning of actual cash value in an ISO Garage Liability Coverage Form – Dealers Physical Damage

PREVIOUS DEPOSITION TESTIMONY
(Within Prior Four Years)

Ohio Security Insurance Company v. Haughn Associates Ins. Agency, Inc. Et al., In the Court of Common Pleas, Franklin County, Ohio, Case No. 22 CV 006840 – November 20, 2024 (Retained by Haughn Associates)

Standard of care of an insurance producer in disclosing information to insurer's underwriters as well as underwriter's role in diligent underwriting.

RES System 3, LLC v. Traverse Wind Energy LLC, et al, American Arbitration Association, AAA Case No. 01-23-0002-1451 – September 16, 2024 (Retained by RES System 3, LLC)

Coverage available typically available under a Builder's Risk policy and the typical insurance definition of flood;

Pocono Manor Investors, LP, ET AL v. Diversified Insurance Industries, Inc. In the Circuit Court for the Baltimore County, Case No.: C-036-cv-210004105 – August 8, 2024 (Retained by Diversified Insurance Industries, Inc.)

Standard of care offering and placing coverage in a group hospitality insurance program.

Larry M. Shulman and Robert S. Shulman v. Concord General Mutual Insurance Company and Finn & Stone, Inc. – In the United States District Court for the District of Vermont – Civil Action Nos. 5:22-cv-00078-GWC – August 17, 2023 (Retained by Finn & Stone, Inc.)

The standard of care applicable in placing homeowners' insurance – including dwelling limit.

Parkway Iron & Metal Co, Inc. v. Suburban General Insurance Agency – Superior Court of New Jersey Law Division, Passic County, Docket No: PAS-L-001983-21 – June 30, 2023 (Retained by Suburban General Insurance Agency)

The standard of care in placing and renewing Equipment Breakdown Coverage, including Business Income.

McCormack Baron Salazar, inc. and McCormack Baron Management, Inc. v. USI Insurance Services LLC – Cause No. 21-cv-00993-SEP - In the United States District Court, Eastern District of Missouri, Eastern Division – September 1, 2022 (Retained by USI)

So-called "Development Risk" (guaranteed completion of construction project within budget) was a business risk that was uninsurable. Standard of care did not impose requirement to seek coverage for uninsurable business risk.

First Mercury Insurance Company v. Wonderland Homes DBA CDL Homes, Inc. - Civil Action No. 1:19-CV-000915-JLK-SKC, In the United States District Court for the District of Colorado – March 4, 2022 (Retained by Wonderland Homes)

Defining characteristics of a Wrap-Up Insurance Program or CIP.

Richard J. O'Donnell and Margaret A. O'Donnell v. WKC Financial, Inc., Colt Insurance Agency, Inc., Woodrow W. Cross Agency DBA Cross Insurance Agency, Inc., ABC Corporation and Jane Doe – Civil Action No. 18725CV00194 – Commonwealth of Massachusetts Superior Court – Barnstable County June 30, 2021 (Retained by Colt Insurance Agency)

Standard of care of an insurance producer in handling and placing Uninsured and Underinsured Motorists Coverage.

U.S. Acute Care Solutions, LLC v. The Doctors Company Risk Retention Group - Case No. 01-19-004-2324- American Arbitration Association, State of Ohio, January 22, 2021 (Retained by U.S Acute Care Solutions, LLC)

The purpose and workings of a multi-year rate guarantee.

Maritz Holdings, Inc. v. Certain Underwriters at Lloyd's London & Arthur J. Gallagher Risk Management Services, Inc. Case No. 4:18-cv-00825-SEP– In the United States District Court for the Eastern District of Missouri Eastern Division, January 2021 (Retained by Maritz Holdings, Inc).

Insurance producer's breach of the standard of care by failing to negotiate/review Lloyd's endorsement purported to have removed coverage for breach response costs under a Cyber policy.

Duke Energy Carolinas, LLC, Duke Energy Progress, LLC v. AG Insurance S.A. NV (f/k/a L'Etoile S.A. Belge d'Assurances), et al., - 17-CVS-5594 – In the General Court of Justice, Superior Court Division In the Business Court, State of North Carolina, July, 2020 (Retained by Associated Electric & Gas Insurance Services, Limited).

The purpose and workings of a typical retrospective rating plan; the purpose and workings of the Company Retrospective Premium Endorsement; the significance and impact of the Retrospective Premium Endorsement if offered by a commercial insurance company; The varied workings of fronting arrangements.

Yankee Pride Transportation and Logistics, Inc. v. UIG, Inc., Business and Consumer Court, State of Maine, Docket No. BCD-CV-2019-24, July, 2020 (Retained by Yankee Pride).

Insurance producer's breach of the applicable standard of care by failing to provide renewal insurance to Yankee Pride, including the insurance producer's failure timely and properly access the market of last resort – the Maine Automobile Insurance Plan – to offer the required insurance.

National Union Fire Insurance Company of Pittsburgh, PA v. Becton, Dickinson and Company – United States District Court for the District of New Jersey Case No. 2:14-cv-4318-CCC-MF February, 2020 (Retained by Becton, Dickinson).

Various opinions regarding the custom and practice of an underwriter's knowledge and understanding insurance policy terms, including knowledge/notice of occurrence endorsements and the meaning of certain insurance terms and a rebuttal to plaintiff's expert opinion that Personal and Advertising Injury coverage was intended by ISO to provide coverage solely for negligent acts and that ISO and the insurance industry intended to never provide coverage for any intentional or "illegal" acts.

CX Reinsurance Company Limited f/k/a CNA Reinsurance Company, Limited v. City Homes, Inc. – United States District Court for the District of Maryland (Northern Division) Case No. 17 –cv-01476-JKB November, 2019 (Retained by City Homes, Inc.)

Various opinions that CX RE's rescission action was unsupported by the facts as well as such rescission was contrary to insurance industry underwriting custom and practice.

A Better Way Wholesale Autos, Inc. v. Republic-Franklin Insurance Company – State of Connecticut – J.D. of Waterbury at Waterbury Superior Court – Docket No: CV-14-6025010-S July, 2019 (Retained by Republic-Franklin Insurance Company)

The meaning of actual cash value in an ISO Garage Liability Coverage Form – Dealers Physical Damage

CONTACT:

Craig F. Stanovich, CPCU, CIC, CRM, AU
Austin & Stanovich Risk Managers LLC
1174 Main Street, Holden, MA 01520
888-540-7604 (Phone) 508-829-8844 (Direct)
888-650-7803 (FAX)

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