

**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**

*Trends in Additional Insured Coverage*

36<sup>th</sup> IRMI Construction Risk Conference  
Orlando, FL – November, 2016

*Additional Insured – Issues and Challenges*

34<sup>th</sup> IRMI Construction Risk Conference  
Nashville, TN – November, 2014

*Trends in Additional Insured Coverage*

32<sup>th</sup> IRMI Construction Risk Conference  
Orlando, FL – November, 2012

*“The CGL Policy”*

Society of Certified Insurance Counselors  
Denver, CO – August 2017

Birmingham, AL – November 2016

Falmouth, MA – June, 2016

*"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  
Legal Concepts – Nashville, TN – April 2017  
Contractors Seminar – Burr Ridge, IL – June 2017  
The Additional Insured – Asheville, NC – April 2017

**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**

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:

- 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
- 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

Articles – Society of CPCU – CLEW Newsletter

- Interpreting Insurance Policies – When Courts Take Shortcuts - 2007

Articles – AmWINS Group, Inc. Client Advisory

- 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
- 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

## **PREVIOUS TRIAL TESTIMONY** (Within Prior Four Years)

### **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 11<sup>th</sup> 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)

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

### **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

### **Superior Court – State of Connecticut - 2013**

CNA v. Roofs by Welch, Inc. – State of Connecticut – Superior Court – Docket No: CV12-6027764-S (Retained by (Roofs by Welch, Inc.) – December, 2013

Workers' Compensation premium audit – premium charges for of uninsured subcontractors

### **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

## **PREVIOUS DEPOSITION TESTIMONY** (Within Prior Four Years)

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.

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 cyber 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”

**CONTACT:**

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