

Words and Phrases Index

Case names that appear in *italics> indicate that the case is discussed in this Binder. Cases preceded by an asterisk (*) indicate short summaries often found in notes. The portion of the page number that appears in parentheses refers to the **CGL Reporter** Binder in which the word/phrase can be found, e.g., (1) = Binder 1, (20) = Binder 20.*

Abortion

Johnston v. Akron Ctr.(4) 255-1

Absolute Pollution Exclusion

(See also Pollution Exclusion)

A&S Fuel Oil v. Royal Indem.(8) 1700-1
 Alcolac v. California Union Ins.(3) 220-2
 Allen v. St. Paul Fire & Marine Ins.(10) 220-19
 American Star Ins. v. Grice(6) 220-5
 American States Ins. v. Koloms(10) 220-18
 American States Ins. v. Skrobis Painting
(7) 220-6
 Andersen v. Highland House(14) 220-9
 Atlantic Ave. v. Central Solutions(13) 220-7
 Atlantic Mut. Ins. v. McFadden(5) 220-6
 Baumann v. North Pacific Ins.(11) 330-1
 Central Ill. v. Allianz(5) 220-12
 City of Bremerton v. Harbor Ins.(11) 220-2
 Constitution State Ins. v. Iso-Tex(8) 220-16
 Crabtree v. Hayes-Dockside(6) 220-7
 Doer v. Mobil Oil Corp.(13) 220-5
 Donaldson v. Urban Land Interests(10) 220-1
 Economy Preferred Ins. v. Grandadam and
 Twardowski(8) 220-9
 Harrison v. R.R. Morrison & Son(16) 220-17
 Heyman Assoc. v. Insurance Co. of Pa.(8) 220-7
 Housing Auth. RRG v. Chicago Housing Auth.
(17) 220-1
 Hydro Sys. v. Continental Ins.(4) 220-2
 Jaskula v. Essex Ins.(18) 220-11
 Kim v. State Farm(12) 220-9
 Kimber Petroleum v. Travelers Indem.
(10) 220-16
 Litz Mut. Ins. v. Steely(12) 220-8
 MacKinnon v. Truck Ins. Exch.(16) 220-3
 Maska U.S. v. Kansa Gen. Ins.(12) 220-2
 Miami-Dade Cty. v. Aviation Office of Am.
(18) 220-6
 Millers Mut. v. Graham(9) 220-1, (9) 1400-4
 Note on Terminology(4) 220-1
 Oscar W. Larson Co. v. United Capitol
(8) 220-16
 Pipefitters v. Westchester(5) 220-4, (5) 1400-1
 Production v. Maryland(8) 220-17, (8) 1400-16
 Quadrant Corp. v. American States Ins.
(16) 220-7, (18) 220-3
 Red Panther v. Insurance Co. of Pa.(8) 220-6
 State Auto P&C Ins. v. Arkansas DEQ.(20) 220-3
 Stoney Run v. Prudential-LMI Cml. Ins.(8) 220-8
 Sullins v. Allstate Ins.(8) 220-15
 Town of Harrison v. National Union(10) 220-2
 Urethane Int'l Prods. v. Mid-Continent Cas.
(18) 220-11
 U.S. Fire Ins. v. Ace Baking(5) 220-6
 U.S. Liab. Ins. v. Bourbeau(7) 220-5
 Vantage v. American(4) 220-8, (4) 950-11
 Wagner v. Erie Ins.(17) 220-9
 West Amer. Ins. v. Tufco Flooring E.(5) 220-4

Accident

ABT Bldg. Prods. v. National Union Fire Ins.
(20) 800-3
 American States Ins. v. Mathis(12) 105-6
 Atlanta Gas Light v. UGI Utils.
(19) 105-3, (19) 115-1
 *Brayman v. Allstate Ins.(6) 125-2

Accident (cont.)

Burlington Ins. v. Oceanic Design & Constr.
(17) 165-45
 City of Jasper v. Employers Ins.(6) 105-1
 Corner Constr. v. USF&G
(14) 165-2, (14) 315-5
 Country Mut. Ins. v. Carr(19) 165-20
 Custom Planning. v. American Nat'l Fire
(17) 165-15
 Daybreak Foods v. Western Nat'l(7) 950-1
 Dilbert v. Hanover Ins.(18) 1400-3
 EnergyNorth Natural Gas v. Century Indem.
(18) 115-5, (18) 410-7
 Essex Ins. v. Holder(20) 165-10
 First Nat'l Bank v. St. Paul Fire(5) 110-19
 Hawkeye-Sec. Ins. v. Davis(12) 105-1
 Lerner Corp. v. Assurance Co.(11) 105-9
 McCoy v. Coker(18) 165-6
 Polensky v. Continental Cas.(18) 180-2
 Simmons v. Select Ins.(2) 105-12
 State Farm Fire & Cas. v. CTC Dev.(12) 105-5
 U.S. Fire Ins. v. J.S.U.B., Inc.(20) 115-6
 Wendell v. State Farm Mut. Auto. Ins.
(12) 105-11

Action Against the Company:

No Action ClauseSection 520

Acts: (See also Wrongful Acts)

Dishonest

Acadia Ins. v. Keiser Ind.(14) 1900-1
 American Cas. v. Etowah Bank(14) 1900-2
 Auto Lenders v. Gentilini Ford
(15) 950-31, (15) 1900-12
 Certain Underwriters v. Rucker Constr.
(20) 950-10
 Chandler v. Alabama Municipal Ins.(5) 1800-3
 Cobra Products v. Federal Ins.(11) 950-19
 Conestoga Title v. Premier Title(12) 1950-6
 Continental v. Aetna Cas. & Sur.(3) 1900-4
 Continental v. HSI Fin. Svcs.(9) 1000-7
 Continental v. McDowell & Colantoni(9) 1000-7
 Daigle & Assoc. v. Lafayette Ins.(17) 180-9
 Davis v. Farmland Mut. Ins.(16) 180-16
 Employers Reins. v. Caswell(5) 1000-7
 FDIC v. Mmahat & Duffy(3) 255-3, (3) 700-4
 FDIC v. St. Paul Fire & Marine Ins.(5) 1900-1
 Fireman's Fund v. Special Olympics(16) 1900-1
 First Fed. S&L v. Transamerica Ins.(5) 1900-2
 First Hays v. Kansas Bankers(2) 1900-6
 Fokken v. Steichen(20) 1000-14
 Friendly Farms v. Reliance Ins.(9) 950-16
 Gardner v. Cumis Ins. Soc'y(5) 1850-4
 Glushband v. Fittin Cunningham(3) 1900-5
 Golden Door v. Lloyds(11) 1900-3
 Graham v. Preferred Abstainers Ins.(10) 1850-2
 Greenberg & Covitz v. National Union Fire Ins.
(11) 150-11, (11) 1000-7
 Hanson v. National Union(3) 185-5, (3) 1900-8
 Hartford v. Conestoga Title(12) 1950-6
 Huey Littleton v. Employers(4) 1000-11
 Humphreys v. Niagara Fire Ins.(4) 1000-10
 Jarvis Christian Coll. v. National Union Fire Ins.
(12) 1000-1, (12) 1800-1
 K&W Bldrs. v. Merchants & Bus.(11) 950-1
 Lee v. New England Ins.(4) 1000-9
 Lynch Props. v. Potomac Ins.(11) 1900-1

Acts:

Dishonest (cont.)

Mansion Hills Condo. v. American Family
(14) 605-1
 Medical Care Am. v. National Union(16) 1850-1
 Morris v. Valley Forge Ins.(4) 1000-3
 Nike v. Northwestern Pacific(12) 1900-11
 Oxford Bank v. Hartford Acc.(11) 1900-4
 Pearne, Gordon v. American Home(7) 1000-2
 Performance Auto Plex II v. Mid-Continent Cas.
(15) 1900-4
 Rena, Inc. v. T.W. Brien(11) 950-18
 Serio v. National Union Fire Ins.(17) 1850-5
 Sherman & Hemstreet v. Cincinnati Ins.
(16) 700-2
 Simon Mktg. v. Gulf Ins.(19) 1900-1
 State Street Bank & Trust v. USF&G(2) 1900-1
 Thornburgh Insulation, Inc. v. J.W. Terrill, Inc.
(20) 105-3
 Times-Picayune Publ'g v. Zurich Am. Ins.
(18) 750-1
 Twin City Fire Ins. v. Somer(15) 1800-4
 Valley Furniture v. Transportation Ins.(14) 105-9
 Vision Financial Grp. v. Midwest Family Mut.
(16) 950-39

Intentional

Allstate Ins. v. Atwood(3) 180-3
 Allstate Ins. v. Carioto(3) 180-1
 Alvarado v. Doe(6) 225-2
 American & Foreign Ins. v. Colonial Mort.
(5) 135-4, (5) 255-3
 American Family v. Walser(14) 110-1
 American Standard Ins. v. Le(9) 410-4
 Anastasis v. American Safety Indem.(17) 225-1
 Auto Europe v. Connecticut Indem.
(15) 135-15, (15) 180-5
 Bates v. Guaranty Nat'l Ins.
(9) 110-3, (9) 125-3
 Bernalillo Cty. Deputy Sheriffs' Ass'n v. County
 of Bernalillo(6) 190-4
 Buckeye Union Ins. v. New England Ins.
(12) 140-21, (12) 1000-13
 Charles Beseler Co. v. O'Gorman & Young
(19) 1200-1
 City of Fort Pierre v. United Fire(3) 1800-4
 Connecticut Indem. v. DER Travel Serv.
(15) 1000-10
 Cooperative Fire Ins. Ass'n v. Bizon
(10) 110-13, (10) 180-11
 Frankenmuth Mut. Ins. v. Masters(10) 110-12
 Horace Mann Ins. v. Barbara B.(6) 135-5
 Imperial Cas. v. State of Conn.(11) 1800-2
 Intermountain Gas v. Industrial Indem.(7) 135-4
 Metlife Auto & Home v. Cunningham(16) 515-3
 Monumental Life Ins. v. USF&G(7) 1400-3
 Mulberry Sq. Prod. v. State Farm(9) 1400-18
 Mutual Assur. v. U.S. Risk(12) 1000-12
 New Hampshire Ins. v. Westlake(12) 1000-2
 New Jersey Mfrs. Ins. v. Joseph Oat(8) 1200-3
 Nygaard v. State Farm Ins.(12) 105-11
 Pacific Ins. v. Burnet Title
(17) 410-1, (17) 1000-3, (17) 1950-1
 Phoenix Control Syst. v. INA(3) 1400-4
 Preferred Mut. Ins. v. Gamache(11) 410-1
 Prudential P&C Ins. v. Swindal(7) 110-3
 Public Serv. v. Continental Cas.(7) 110-12
 Purrelli v. State Farm Fire & Cas.(11) 1400-8
 QBE Ins. Co. v. M&S Landis Corp.(19) 225-2

Acts: Intentional—Allocation

Acts:

Intentional (cont.)

Reliance Ins. v. Lazzara Oil	(5) 1400-7
Research Note	(5) 110-5
St. Paul v. Englemann	(15) 160-1, (15) 1000-5
Standard Constr. v. Maryland Cas.	(16) 110-18, (16) 120-7
State Farm v. Borum	(14) 170-5
State Farm v. Leverton	(11) 180-1
State Farm v. Mabry	(11) 150-4
State Farm v. Taylor	(6) 150-1
Stevenson v. Hamilton	(9) 130-2, (9) 1000-12
Stine Seed Farm v. Farm Bur. Mut.	(12) 105-8
Susquehanna v. National Union	(8) 1900-1
Timpson v. Transamerica Ins.	(9) 605-1
Titan Indem. v. Riley	(9) 135-13
Townsend Ford v. Auto-Owners Ins.	(7) 310-17
Transcontinental Ins. v. Edwards	(11) 1400-7
Union Planters Nat'l Bank v. American Home Assur.	(14) 540-2
United Nat'l Ins. v. Tunnel	(6) 225-1
Universal v. Stokes Chevrolet	(6) 110-6
USF&G v. Fireman's Fund Ins.	(3) 135-1
Weisman v. Green Tree Ins.	(8) 950-18
Woo v. Fireman's Fund Ins.	(17) 1000-4
Prior	
Colliers Lanard & Axilbund v. Lloyd's of London	(19) 1000-2
Continental Cas. v. Calinger	(15) 1000-11
First Mercury Synd. v. Franklin Cty.	(7) 190-5
International Surplus v. M&M	(8) 1000-8
Lewis v. St. Paul Fire & Marine Ins.	(3) 190-3
Perkins & Will v. Security Ins.	(4) 190-8
Putney Sch. v. Schaaf	(4) 150-7, (4) 190-14

Additional Insureds:

Aetna Cas. v. Security Forces	(1) 530-17
Alexander v. National Fire Ins.	(18) 525-2
Alliance Synd. v. Parsec, Inc.	(13) 310-14
American Indem. v. Travelers	(15) 530-9
American Motorists v. Occidental	(12) 800-1
American Nat'l v. National Union	(16) 515-6, (16) 760-1
Auto-Owners Ins. v. L.P. Cavett	(3) 235-1
Avondale Shipyards v. Insured Lloyd's ..	(1) 215-3
Briseno v. Chicago Union Station	(3) 530-3
Butterfield v. C&M Constr.	(10) 235-2
Carmel Dev. v. RLI Ins.	(17) 750-2
Casualty Indem. v. City of Chicago	(2) 515-4
Casualty Ins. v. Northbrook P&C	(1) 615-3
Chubb Ins. v. DeChambre	(16) 530-8, (16) 950-24
Clark v. B&D Inspection Serv.	(3) 215-1
Coastal Refining & Mktg. v. USF&G	(19) 515-12, (19) 530-15
Commonwealth Edison v. National Union	(14) 170-3, (14) 520-1, (14) 760-1
Consolidation Coal v. Boston Old Colony Ins.	(11) 310-4, (11) 700-1
Crown Ctr. Redev. v. Occidental Fire	(2) 620-1
Dow Chem. v. M/V Tabor	(2) 530-1, (2) 760-3
Family Care Ctr. v. Truck Ins. Exch.	(17) 150-1
Fire Ins. Exch. v. Hammond	(13) 530-1
First Financial Ins. v. Albertson's Inc. ...	(17) 540-1
Harleysville Ins. v. Travelers Ins.	(19) 525-3
Hartford v. Mt. Harley Ins.	(17) 525-11, (17) 530-6
Hoffman v. Badger Mut. Ins.	(12) 170-5
Home Ins. v. Cincinnati Ins.	(17) 525-2, (17) 750-5
House v. State Auto. Mut. Ins.	(2) 800-7
HRH Constr. v. Commercial Underwriters Ins.	(17) 525-5
INA v. Aberdeen Ins.	(14) 540-1
Ingalls Shipbuilding v. Federal Ins. Co.	(17) 310-1, (17) 515-8
Jefferson Ins. v. Travelers Indem.	(11) 530-2
Kajima Constr. v. St. Paul Fire	(20) 525-1
King v. Employers Nat'l Ins.	(4) 750-4
Kotlar v. Hartford Fire	(13) 540-1

Additional Insureds: (cont.)

Krusinski Constr. v. Northbrook P&C ..	(14) 135-3
Milano v. Board of Comm'r	(10) 525-2
Northbrook P&C Ins. v. USF&G	(1) 150-16
Northern Ins. v. City of Chicago	(14) 150-4, (14) 515-3
North River Ins. v. Grinnell Mut. Reins	(19) 750-2
Oahu Transit Svcs. v. Northfield Ins.	(17) 210-1
Olivine Corp. v. United Capital Ins.	(13) 540-2
Point of Rocks Ranch v. Sun Valley Title	(19) 1950-2
Prisco Serena Sturm Architects v. Liberty Mut. Ins.	(10) 105-6, (10) 255-5, (10) 315-3
Rocha v. Landry	(6) 625-5
Royal Indem. v. Terra Firma, Inc.	(20) 615-16
Ryder Integrated Logistics v. BellSouth Telecom.	(19) 610-1
Scottish & York Int'l v. Ensign Ins.	(1) 135-24
State Auto. v. Alpha Eng.	(13) 255-1
State Farm v. Zurich Ins.	(10) 525-4, (10) 530-3
Titan Indem. v. Travelers Prop. Cas.	(20) 255-3
Transcontinental Ins. v. Insurance Co. of State of Pa.	(20) 530-5
Travelers Indem. v. Citgo ..	(11) 170-3, (11) 210-6
Tremco v. Pennsylvania Mfrs. Ass'n ..	(16) 310-11
Truck Ins. Exch. v. County of L.A.	(14) 530-5
Virginia Elec. v. Northbrook P&C Ins.	(9) 235-1
Miscellaneous	Section 625
Owners, Contractors, Lessees	Section 615
Vendors Broad and Limited Forms	Section 610

Administrative Proceeding

Campbell Soup v. Liberty	(3) 115-11, (3) 135-4
Patrons Oxford Mut. Ins. v. Marois	(3) 115-9

Advertising Injury Liability

American Simmental v. Coregis Ins.	(14) 400-2, (14) 410-4, (14) 530-7
American States Ins. v. Vortherns	(12) 1400-3
A. Meyers & Sons v. Zurich American	(2) 1400-15
Amway Distrib. v. Northfield Ins.	(15) 540-1, (15) 800-2
Cincinnati Ins. v. Zen Design Grp.	(15) 1400-14
Erie Ins. Grp. v. Sear	(9) 1400-8
Hoosier Ins. v. Audiology Fnd.	(13) 140-15, (13) 1400-11
Information Spectrum v. Hartford	(17) 1400-1
Iolab Corp. v. Seaboard Sur.	(7) 1400-1
Lockwood Int'l v. Volm Bag	(14) 135-3
Microtec Research v. Nationwide	(8) 1400-11
New Hampshire Ins. v. Power-O-Peat ..	(3) 1400-7
Palmer v. Truck Ins. Exch.	(12) 1400-1
Scottsdale Ins. v. MV Transp.	(18) 135-2
Skylink Tech. v. Assurance Co. of Am.	(17) 1400-10
Tri-State Ins. v. B&L Products	(12) 1400-2
Westfield Ins. v. Facfinder Mktg. Research	(20) 1400-3

Age Discrimination (See Discrimination)

Aggregate Limits (See Limits of Liability)

Aircraft

.....	Section 210
Arawak Aviation v. Indemnity Ins.	(14) 950-22
Avemco Ins. v. Northern Colorado Air Charter	(14) 545-1
Avemco Ins. v. U.S. Fire Ins.	(1) 525-15
Eastern Aviation v. Gilbertson	(1) 135-26
Golder v. United Svcs. Auto Ass'n	(1) 515-18
Ideal Mut. Ins. v. Myers	(1) 160-7, (1) 520-4

Aircraft (cont.)

Insurance Co. of the State of Pa. v. Ranger Ins.	(17) 150-2
McKinley v. XL Specialty Ins.	(18) 950-5
Ranger Ins. v. Robertson	(1) 160-6, (1) 520-4
Runion v. Acuity	(19) 310-5
Southeast Airmotive v. U.S. Fire Ins.	(1) 305-7
Union Planters Nat'l Bank v. American Home Assur.	(14) 540-2

Air Pollution (See Pollution)

Alcoholic Beverages Exclusion (See Liquor Liability Exclusion) . Section 230

Alienated Premises (See: Premises: Alienated)

Alienation Clause

Georgakopoulos v. Century Sur.	(4) 605-2
-------------------------------------	-----------

Allocation (See also Apportionment of Liability)

Benjamin Moore & Co. v. Aetna Cas.	(16) 170-21
Bianco, P.A. v. The Home Ins.	(14) 410-3
Cascade Corp. v. American Home Assur.	(18) 170-13
Century Indem. v. Mine Safety Appliances	(20) 180-15
Certain Underwriters at Lloyd's v. Foster Wheeler	(19) 115-5
Certain Underwriters v. Oryx Energy ...	(12) 170-6
Champion Dyeing v. Centennial Ins.	(15) 170-5
Chicago Bridge & Iron v. Certain Underwriters	(16) 170-5
City of N.Y. v. Evanston Ins.	(19) 615-24
Dart Ind. v. Commercial Union	(15) 195-3, (15) 525-5
Domtar, Inc. v. Niagara Fire Ins.	(16) 115-6, (16) 170-10
EnergyNorth Natural Gas v. Certain Underwriters	(20) 105-1, (20) 410-1
Feurzeig v. Insurance Co. of the West ..	(16) 525-1
Firemen's Ins. v. National Union Fire Ins.	(19) 165-6
Hercules v. AIU	(14) 115-3, (14) 170-1, (14) 220-3
In re Silicone Implant	(16) 170-1, (16) 410-3
Johnson Press v. Northern Ins.	(15) 950-18
Maryland Cas. v. Continental Cas.	(13) 115-1
Maryland Cas. v. Nationwide Mut. Ins.	(13) 750-2
Nationwide v. Central Mo. Elec.	(14) 170-4
Norfolk Southern v. California Union	(16) 115-3, (16) 115-5, (16) 170-7, (16) 180-32, (16) 330-1
North River Ins. v. ACE American Reins.	(16) 400-1, (16) 900-4
Olin Corp. v. Certain Underwriters at Lloyd's	(19) 115-6
Owens Corning v. National Union	(14) 1850-1
Public Serv. v. Wallis	(12) 115-2, (12) 170-1
Quincy Mut. v. Borough of Bellmawr	(15) 115-3, (15) 170-7
Riley v. USAA	(17) 120-10, (17) 170-4
St. Paul Fire v. American Dynasty	(15) 615-5
St. Paul Fire v. A.P.I., Inc.	(20) 140-12
St. Paul Mercury v. Frontier Pac. Ins.	(16) 530-1
Sensient Colors Inc. v. Allstate Ins.	(20) 180-15
Shoshone First v. Pacific Employers	(12) 170-8
Sphinx Int'l v. National Union Fire Ins.	(17) 1850-13
State Farm v. English Cove Ass'n	(16) 170-11
Taco Bell v. Continental Cas.	(17) 410-1, (17) 1400-8
Telxon v. Federal Ins.	(15) 1850-1
Travelers v. Century Sur. Co.	(16) 170-13

Allocation (cont.)

- Travelers v. Certain Underwriters(14) 900-1
 Viacom v. Transit Cas.....(16) 170-17
 Wooddale Bldrs. v. Maryland Cas.....(17) 525-10

Alteration—Material

- Diana v. Western Nat'l Assur.(3) 950-2

Ambiguity

- Acceptance Ins. v. Winning Concepts(6) 225-6
Alea London v. Woodcock.....(20) 225-1
 Anderson Gas & Propane v. Westport Ins.
(16) 220-17
 Auto Owners Mut. v. Sugar Creek Mem.
(16) 230-1
 Bank of Carbondale v. Kansas Bankers Sur.
(14) 1850-2
 Caroff v. Farmers Ins.(12) 110-4
 Carter v. Property Owners Ins.(18) 235-1
 Charter Oil v. American Employers'(8) 195-8
 Christ Episcopal Church v. Church Ins.
(12) 950-7
 Cincinnati Ins. v. Becker Warehouse.....(14) 220-3
 Cincinnati Ins. v. German St. Vincent
(14) 220-1, (14) 950-11
 Cincinnati Ins. v. River City Const.
(15) 530-3, (15) 615-1
 Continental Western Ins. v. Paul Reid LLP, GPS
(19) 950-11
 Crawford v. Hausner & Sons Housemovers
(18) 700-9
 Crawford Chevrolet v. National Hole.....(5) 195-15
 Dome Corp. v. Kennard.....(12) 1400-15
 Farm Bur. Mut. Ins. v. Blood.....(11) 270-1
 First Financial Ins. v. Bugg(11) 225-5
 Freidline v. Shelby Ins.(13) 140-1, (13) 220-1
 Gaspard v. Northfield Ins.(8) 225-2
 Gawrieh v. Scottsdale Ins.(16) 225-1
 Great West Cas. v. Carolina Cas.....(17) 1600-1
Green v. Penn-America Ins......(20) 225-2
 Horn v. Transcon Lines(7) 620-1
 Kanawha Valley Radiologists v. One Valley Bank
(14) 530-3
 Kent Farms v. Zurich Ins. (11) 220-7, (12) 220-10
 Landshire Fast Foods v. Employers Mut.
(17) 220-8
 Lanigan v. Snowden(10) 120-5, (10) 125-5
 Lindy Inv. v. Shakertown.....(13) 315-2
 Lunceford v. Peachtree Cas.(11) 130-1
 Mendoza v. Rivera-Chavez
(10) 170-8, (10) 270-1
 National Cas. v. Sovereign Gen. Ins....(18) 1000-7
 Noran Neurol. v. Travelers Indem.(13) 950-6
 Norris v. State Farm(13) 110-3
 North Am. Bldg. Maintenance v. Fireman's Fund
 Ins.(18) 235-3
 Ortega Rock Quarry v. Golden Eagle Ins.
(19) 135-2, (19) 220-1
 Panciocco v. Lawyers Title Ins.(14) 1950-2
 Park Univ. Ent. v. American Cas.(18) 1400-9
 Pennsylvania Nat'l Ins. v. Travelers.....(4) 195-2
 Phillips v. USAA(16) 950-30
 Poulton v. State Farm(16) 950-37
 Ratliff Ent. v. American Empl. Ins.(12) 950-8
 Rhone v. International Ins.(8) 195-6, (8) 750-3
 Ross v. Ohio Bar Liab.(13) 190-2
 Royce v. Citizens Ins.(10) 1400-3
 Saline Cty. Agriculture v. Great American
(1) 260-3
 Shrader v. Employers Mut.(18) 605-10
 SMI Realty Mgmt. v. Underwriters at Lloyd's
(18) 950-5
 Smith v. State Farm(10) 950-6
 SR Int'l Bus. Ins. v. WTC Props.
(19) 105-1, (19) 950-1
 Stamm Theatres v. Hartford(14) 950-2
State Auto P&C Ins. v. Arkansas DEQ.....(20) 220-3
 State Farm v. CTC Dev.(12) 105-5
 State Farm v. Performance Impr.(12) 255-1
 State of NY v. Home Indem.(1) 605-12

Ambiguity (cont.)

- Stop & Shop Cos. v. Federal Ins.(11) 1900-2
 T.H.E. Ins. v. City of Alton.....(13) 620-1
 Tower Ins. v. Chang.....(12) 625-1
Trainwreck West Inc. v. Burlington Ins.
(20) 225-6
 Transcontinental Ins. v. RBMW(14) 950-27
 Tri-State Ins. v. B&L Products.....(12) 1400-2
 Twin City Fire v. Alfa Mut.(14) 1700-2
Twin City Fire Ins. v. Ohio Cas. Ins.
(20) 520-3, (20) 615-1
 Unified Western Grocers v. Twin City Fire Ins.
(19) 1850-5
 U.S. Fire Ins. v. Hartford Ins.(12) 615-3
 Wanzek Constr. v. Employers Ins.
(16) 315-6, (16) 320-4
 Westport Ins. v. Bayer(14) 1000-8
 Westport Ins. v. Tuskegee Newspapers
(18) 1000-1

Antitrust

- BASF AG v. Great Am. Assur.*.....(20) 1400-8
 Beyer v. Heritage Realty(13) 1000-4
 CNA Cas. v. Seaboard.....(1) 135-21, (1) 1400-11
 Curtis-Universal v. Sheboygan.....(7) 1400-12
 Federal v. Cablevision(1) 110-17, (1) 1400-12
 Great Am. Ins. v. Riso, Inc.(19) 1400-2
 International Ins. v. Florists' Mut.(3) 1400-6
 QSP, Inc. v. Aetna Cas. & Sur.(13) 1400-13
 Tews Funeral v. Ohio Cas.(2) 145-2, (2) 1400-7
 USX Corp. v. Adriatic Ins.
(16) 110-4, (16) 120-5, (16) 1400-11
 Visiting Nurse Ass'n v. St. Paul Fire....(8) 1000-11

Apportionment of:**Defense Costs**

- Bedoya v. Illinois Founders Ins.(10) 140-6
 Budd Co. v. Travelers Indem.(2) 135-13
 Caterpillar v. Great American Ins.(8) 1850-1
 Columbia Cas. v. USF&G(7) 410-4, (7) 750-5
 County of San Bernardino v. Pacific(10) 760-1
 EEOC v. Southern Publ'g.....(3) 135-2
 Federal Ins. v. Cablevision Sys. Dev.(2) 525-12
 Forum Ins. v. Allied Sec.(2) 135-16
 Globe Indem. v. Jordan.....(7) 1600-1
 Jefferson Ins. v. National Union Fire....(10) 255-1
 JG Ind. v. National Union Fire(4) 1400-4
 National Indem. v. St. Paul Ins.(2) 525-5
 Safeway Stores v. National Union Fire (8) 1850-2
 Scottsdale Ins. v. Deer Run Prop.(8) 410-1
 Sharon Steel v. Aetna(10) 220-7, (10) 530-1
 TPLC, Inc. v. United Nat'l Ins.(8) 170-1
 Washington Occupational Health Assoc. v. Twin
 City Fire Ins. (2) 190-4, (2) 410-4, (2) 525-7

Liability (See also Allocation)

- Aetna v. Chicago Ins.(7) 750-1
 Aetna v. M&S Ind.(6) 320-1, (6) 325-1
 Air Products & Chem. v. Hartford Acc.(7) 170-3
 Allstate Ins. v. Avis Rent-A-Car.....(10) 525-7
 American Nat'l Fire v. B&L Trucking ..(10) 170-2
 American Physicians Ins. v. Garcia.....(7) 170-6
 Atlantic Mut. v. Truck Ins. (1) 525-14, (1) 750-17
 Continental Cas. v. Aetna(2) 525-7
 Continental Cas. v. Canadian Univ.(4) 135-1
 Countryman v. Seymour R-II Sch.(6) 170-2
 Crown Ctr. Rede v. Occidental Fire.....(2) 525-2
 Enserch v. Shand Morahan.....(5) 170-1
 Illinois Nat'l Ins. v. Farm Bur. Mut.(11) 525-2
 J.H. France Refractories v. Allstate.....(7) 115-1
 Level 3 Comm. v. Federal Ins.(13) 1850-1
 MIC P&C Ins. v. International Ins.(6) 525-1
 Outboard Marine v. Liberty ... (7) 170-8, (9) 170-3
 Perdue Farms v. Travelers Cas.(19) 175-2
 PIE Mut. Ins. v. Ohio Ins. Guar. Ass'n....(5) 850-3
 SCSC Corp. v. Allied Mut. Ins.(7) 170-4
 USF&G v. Continental Cas.(3) 750-9

Arbitration (See also Settlement)

- Browne v. Nationwide Mut. Ins.(11) 400-3

Arbitration (cont.)

- C&I Steel, LLC v. Travelers Cas.*.....(20) 1900-2
Certain Underwriters v. Boeing Co......(20) 180-9
Certain Underwriters v. Westchester Fire Ins.
(20) 900-1
 Employers Ins. v. Century Indem.(18) 900-1
 *Employers Ins. v. Jackson(6) 900-6
 Employers Ins. v. National Union(4) 900-6
Equistar Chem. v. Hartford Steam Boiler
(20) 530-8
 Fabe v. Columbus Ins.(3) 900-4, (4) 900-2
 Fireman's Fund v. AIG Hawaii(18) 180-5
 Gravillis v. Coldwell Banker(19) 125-3
 Henderson v. Lawyers Title Ins.(18) 1950-7
 Kleveland v. Chicago Title Ins.(19) 1950-1
 Mutual of Enumclaw Ins. v. Dan Paulson Constr.
(18) 140-3
 National Cas. v. Sovereign Gen. Ins....(18) 1000-7
 Reliance v. Raybestos Prods.(17) 180-4
 Sphere Drake v. All American Life(15) 900-2
 Sphere Drake v. Clarendon Nat'l(14) 900-2
 Union Ins. v. Hottenstein. (16) 165-8, (16) 310-12
 Universal Reins. v. Allstate Ins.(7) 900-1
 Vandenberg v. Superior Ct.
(12) 120-1, (12) 180-2
 Vaubel Farms v. Shelby Farmers Mut. (16) 950-27
 Waitzman v. Classic Synd.(7) 150-4
 Zurich Am. Ins. v. Watts Ind.(19) 180-6

Architects

- USF&G v. Continental Cas.(2) 255-1

Arising Out of:

- Abe's Colony Club v. C&W Underwriters
(7) 230-1
 Abrell v. Employers Ins.(16) 1700-2
 Allstate Ins. v. Watts(4) 210-7
American Best Food v. Alea London.....(20) 225-3
 American Ins. v. Risk Ent.
(13) 135-1, (13) 615-1
 ATOFINA Petrochem. v. Continental Cas.
(18) 615-1
 Auto Owners Ins. v. City of Clare(8) 220-2
 Barrington v. Rausch(17) 1000-6
 Beckman v. Connolly(8) 210-3, (8) 1700-9
BBL-McCarthy, LLC v. Baldwin Paving Co.
(20) 615-4
 Boel v. Stewart Title Guarantee.....(15) 1950-1
Bogey's Trucking & Paving v. Indian Harbor Ins.
(20) 210-1
 Brazas Sporting v. American Empire....(13) 350-1
 Callahan v. Quincy Mut. Fire(13) 1100-1
 Capitol Indem. v. Callis.....(12) 225-1
 Capitol Indem. v. 1405 Associates(16) 1400-3
 Cargill, Inc. v. National Union
(16) 1400-23, (16) 1900-2
 City of Greenville v. Haywood.....(11) 1800-1
 Commerce Ins. v. Theodore(18) 1100-1
 Coregis Ins. v. American Health Fnd.(13) 1850-8
 Dash Messenger Serv. v. Hartford Ins.(4) 1100-1
 Eady v. Capitol Indem.(11) 225-3
 Endre v. Niagara Fire Ins.(9) 610-1
 Equilon Ent. v. Great Am. Alliance Ins.
(18) 610-1
 Federal Ins. v. Tri-State. (11) 310-2, (11) 1700-16
 Fireman's Fund v. Atlantic Richfield....(14) 615-4
 Forum Ins. v. Allied Sec.(2) 235-6
Garland, Samuel & Loeb v. American Safety Cas.
Ins......(20) 1000-7
 Gates v. James River Corp.(6) 615-2
 Granite Constr. v. Bituminous Ins.(6) 615-1
 Hartford Acc. & Indem. v. Bennett(8) 610-1
 Hartford Fire Ins. v. Pierce(11) 210-1
 Heritage Mut. Ins. v. State Farm(8) 210-2
 Hilton Hotels v. Employers Ins.(7) 1100-1
 HS Svcs. v. Nationwide Mut. Ins.(10) 1400-5
 Kalell v. Mut. Fire & Auto. Ins.(4) 210-5
 Kimmins Ind. Serv. v. Reliance Ins.(7) 115-16
 Laborde v. Deblanc.....(6) 215-1, (6) 800-5
 League v. City of Coon Rapids(3) 220-6

Arising Out of: (cont.)

Liberty Village v. West American..... (10) 615–18
 Liggett Group v. ACE P&C Ins. (14) 125–1,
 (14) 320–3, (14) 605–5, (14) 1400–28
 Marshall v. Fair (6) 410–1, (6) 1100–2
 McIntosh v. Scottsdale Ins. (6) 615–1
 McMahan & Baker v. Continental (6) 1000–12
 Mid-Continent Cas. v. Chevron (12) 615–2
 Mount Airy Ins. v. Greenbaum (10) 1000–1
 Murdock v. Dinsmoor (3) 220–6
 Nastasia v. Sylvan (6) 225–3
 New England v. Liberty (9) 120–7, (9) 135–14
 On Air Ent. v. National Indem. (12) 1100–3
 Pacific Employers v. Michigan Mut. (9) 1700–1
 Paradigm Ins. v. Texas Richmond..... (10) 230–1
 Payne v. Twigg's Cty. Sch. Dist. (11) 210–5
 Pennzoil v. USF&G..... (8) 615–1
 Perkins Hardwood v. Bituminous (2) 220–12
 Pep Boys v. Cigna Indem. Ins. (10) 610–1
 Philbrick v. Liberty Mut. Fire Ins. (20) 200–1
 Pro Con Constr. v. Acadia Ins. (14) 615–5
 Progressive Cas. v. Yodice (13) 1700–2
 Progressive Preferred Ins. v. Certain Underwriters
 at Lloyd's (18) 210–4
 RJC Realty Holding v. Republic Franklin Ins.
 (17) 110–2
 Roman Mosaic v. Aetna Cas. (10) 1400–7
 Royal Indem. v. Terra Firma, Inc. (20) 615–16
 Ruggerio Amb. v. National Grange (12) 1700–6
 Russell v. Clapp..... (19) 605–1
 St. Paul Fire v. Seagate Tech. (10) 235–10
 SCI Liquidating v. Hartford Ins. (12) 235–2
 *Sphere Drake Ins. v. Litchfield (6) 225–9
 State Auto. v. Kingsport Dev.
 (18) 150–5, (18) 615–4
State Auto. Mut. Ins. v. Habitat Constr.
 (20) 615–3
 State Farm. v. Roe..... (10) 235–9
 State of AK v. State Farm (10) 615–17
 State of WI v. City of Rhinelander..... (15) 330–1
 State Farm v. Acuity..... (17) 220–11
 Town of Duncan v. State Budget (10) 1400–16
 Town of Wallingford v. Hartford (8) 255–3
 Township of Springfield v. Ersek..... (8) 615–5
 Travelers Ins. v. Freightliner (6) 610–1
Twin City Fire Ins. v. Ohio Cas. Ins.
 (20) 520–3, (20) 615–1
 United Nat'l Ins. v. Penuche's..... (10) 225–2
 U.S. Fire Ins. v. Ohio High Sch. (5) 260–1
 Village of Sylvan Beach v. Travelers (8) 135–5
 Vitton Constr. v. Pacific Ins. (16) 615–7
 Wakefield Leasing v. Transamerica (8) 210–3
 Westmoreland v. Lumbermens Mut. (11) 210–2

the Use

American Gen. Fire v. Progressive Cas. . (3) 160–4
 Americas Ins. v. Reliance Ins. (12) 1700–1
 Apcon v. Dana Trucking (6) 1700–4
 Burlington v. Illinois Emcasco (2) 145–1
 Casso v. United Cabs (10) 105–5, (10) 1700–5
 Diehl v. Cumberland Mut. Fire Ins. (10) 210–7
 Ekstrom v. Northern Ins. (2) 210–3
 First Financial Ins. v. Rainey (3) 140–8
 First Pa. Bank v. National Union Fire..... (3) 330–4
 Franz v. State Farm (14) 210–1
 Guaranty Nat'l v. Marshall Cty.
 (2) 210–4, (2) 235–9
 Home State Ins. v. Continental Ins. (11) 210–3
 Houser v. Gilbert (1) 1700–21
 Indiana Ins. v. Auto-Owners Ins. (16) 1700–3
 Kramer v. State Farm Ins. (12) 1100–1
 Lambert v. Northwestern Nat'l Ins. (2) 1600–3
 Lebanon v. Carolina Cas. ... (9) 310–1, (9) 1700–10
 Lincoln Gen'l Ins. v. Aisha's Learning Ctr.
 (19) 210–3
 Morosini v. Citizens Ins. (12) 210–1
 National Union v. Merchants Fast..... (9) 210–6
 Nationwide v. Brown (1) 110–15, (1) 1600–12
 New Hampshire Ins. v. Oliver..... (12) 605–6
 Northern Assur. v. EDP Floors..... (2) 210–3
 Northern Ins. v. Ekstrom..... (3) 210–2

Arising Out of:

the Use (cont.)

Pablo v. Moore (12) 210–7
 Philadelphia Indem. v. Maryland Yacht
 (12) 1850–3
 Progressive Cas. Ins. v. Engemann ... (14) 1700–12
 Roberts v. Burke Cty. Sch. Dist. (10) 210–6
 St. Paul Fire v. Sparrow (1) 1700–15
 Saylor v. Troup Cty. (10) 210–8
 Scarfi v. Aetna Cas. & Sur (2) 210–5
Specialty Nat'l Ins. v. OneBeacon Ins.
 (20) 210–2
 Tart v. American Nat'l Fire Ins. (3) 1700–7
 Travelers Indem. v. Auto World..... (11) 1700–8
 USF&G Ins. v. Jiffy Cab..... (7) 180–5, (7) 210–2
 Washington State Toll v. Aetna Ins. (2) 215

Arson

Jones v. Harleysville Mut. Ins. (18) 950–25

Asbestos/Asbestosis

Abex v. Maryland Cas. (1) 115–12
 ACandS v. Travelers Cas. (18) 180–19
 ACMAT Corp. v. Greater N.Y. Mut. (17) 190–3
 Board of Ed. v. International Ins.
 (10) 950–9, (10) 950–9, (10) 950–9
Board of Ed. v. TIG Ins. (20) 105–2, (20) 515–2
Certain Underwriters v. Westchester Fire Ins.
 (20) 900–1
 Cincinnati Ins. v. German St. Vincent
 (14) 220–1, (14) 950–11
 Cole v. Celotex (5) 700–2
 Continental Cas. v. Rapid-American
 (5) 110–13, (5) 115–15, (5) 220–13
 Employers Ins. v. Century Indem. (18) 900–1
 Farmers Union Mut. Ins. v. Oakland..... (5) 950–9
 Fireman's Fund Ins. v. Fibreboard (2) 115–4
 Frontier Insulation v. Merchants Mut. .. (11) 320–2
 Fuller-Austin Insulation v. Highlands Ins.
 (18) 170–14, (18) 520–6
General Refractories v. First State Ins.
 (20) 180–3
 General Refractories v. INA..... (19) 700–3
 Great Northern v. Benjamin. (3) 220–5, (3) 950–2
Hartford Acc. & Indem. v. ACE Am. Reins.
 (20) 900–2
 H.K. Porter Co. v. Pennsylvania Ins. (9) 850–1
 In re Asbestos Ins. Covg. Cases
 (2) 110–1, (2) 115–2, (2) 135–5, (2) 750–1
 In re The Wallace & Gale Co. (17) 115–2
 J.H. France v. Allstate (3) 115–8, (7) 115–1
 J&S Ent. v. Continental Cas. (5) 950–8
 Kimmins Ind. Serv. v. Reliance Ins. (7) 115–16
 Leafland Group-II v. INA (8) 950–2
 London Market Insurers v. Superior Court
 (19) 105–4
 Maryland Cas. v. W.R. Grace & Co. (10) 515–10
 Masterclean v. Star Ins. (14) 1900–1
Plastics Eng'g v. Liberty Mut. (20) 115–2
 Port Auth. v. Affiliated FM Ins. (15) 950–2
 Pro-Tech Coatings v. Union Standard.... (9) 220–2
 Simplex Technologies v. Liberty Mut. ... (12) 360–2
 Stonewall v. Asbestos Claims
 (8) 115–4, (8) 170–4
 University of Cincinnati v. Arkwright (8) 950–1
 USF&G v. Wilkin Insulation
 (2) 115–21, (2) 120–16, (3) 120–4, (3) 220–11
 U.S. Gypsum v. Admiral Ins. (7) 115–7

Assault:

and Battery.....Section 225

Albertson's v. Great Southwest Fire (2) 110–8
 Alea London v. Bono-Soltysiak Ent. (18) 180–4
 Allied Mut. Ins. v. Costello (10) 110–4
 Allstate v. Kovar (18) 110–10
 Anderson v. Southern Guar. Ins. (12) 515–2
 Auto Club Group Ins. v. Burchell (15) 110–1
 Buccini v. Essex Ins. Co..... (17) 135–5, (17) 150–4

Assault:

and Battery (cont.)

Companion P&C Ins. v. Airborne Express
 (19) 110–5
 Essex Ins. v. Stage 2..... (7) 150–1
 First Financial Ins. v. Bugg (11) 160–2
 Gene's Restaurant v. Nationwide Ins. (2) 110–17
 Hernandez v. First Financial Ins. (3) 1100–2
 Home St. v. Continental... (11) 210–3, (11) 1700–9
 Hunter v. Farmers Ins. (8) 110–12
 Illinois Founders Ins. v. Guidish (6) 135–1
 Ledbetter v. Concord Gen. (9) 225–3
 Nautilus Ins. v. South Memorial Dr. ... (18) 180–14
 Norris v. Colony Ins. (12) 320–1
 Records v. Aetna Life & Cas. Ins. (9) 1000–3
 Safeco Ins. v. McGrath..... (1) 110–213
 7416 Baltimore Ave. v. Penn-America ... (3) 135–3
 State Farm v. Leverton (13) 110–13
 Travelers Indem. Co. v. Bloomington Steel &
 Supply..... (17) 110–9
 USF&G v. Jiffy Cab..... (7) 180–5
 Wallace v. Huber (5) 135–17
 Yount v. Maisano (7) 110–2

**Sexual (See also Discrimination,
 Sexual; Harassment, Sexual)**

Aetna Life & Cas. v. Barthelemy..... (7) 110–11
 All American Ins. v. Burns . (5) 605–2, (5) 1400–6
 American Cas. v. Corum (8) 110–9
 American Family v. Copeland (10) 110–10
 American Family v. Enright..... (15) 255–2
 American Family v. Le Terra. (10) 110–3
 American Home Assur. v. Cohen..... (8) 1000–3
American Home Assur. v. Pope (20) 1000–17
 American Home Assur. v. Smith..... (9) 1000–5
 American Home Assur. v. Stone (8) 1000–1
 American States Ins. v. Synod of the Russian
 Orthodox Church..... (16) 170–4
 Atlantic Employers v. Chartwell (8) 110–4
 Atlantic Employers v. Tots & Toddlers... (3) 110–4
 Bender v. Glendenning..... (19) 1000–2
 Board v. National Union (11) 225–8, (11) 270–2
 Board of Ed. v. St. Paul (15) 1700–1
 Canutillo v. National Union
 (9) 225–5, (9) 1000–13
 Carney v. Village of Darien..... (8) 110–7
 City of Waco v. St. Paul Fire..... (12) 1800–2
 Cluett v. Medical Protective..... (6) 1000–5
 D.D. v. INA (8) 1100–1
 D.E.M. v. Allickson (9) 150–10, (9) 170–7
 Doe v. S.C. State (11) 605–1, (11) 1700–4
 Doe v. Shaffer (13) 110–5
 Duplantis v. State Farm Gen. Ins. (5) 1000–15
 Durham v. National Union. (6) 225–7, (6) 1800–2
 D.W.H. v. Steele (7) 225–2
 Erie Ins. Exch. v. Claypoole
 (9) 170–2, (9) 180–3, (9) 1700–2
Esswein v. White..... (20) 1000–16
 Factory Outlet v. Northwestern Nat'l... (5) 1600–4
 Farrer v. USF&G Co. (15) 110–5, (15) 210–2
 Fontaine v. Archdiocese of New Orleans
 (8) 605–5
 General Acc. v. Allen..... (11) 105–10, (11) 110–9
 Georgia Baptist v. Essex Ins. (6) 225–5
 Hanover Ins. v. Crocker (10) 110–8
 Horace Mann Ins. v. Barbara B. (6) 135–5
Horace Mann Ins. v. General Star Nat'l Ins.
 (20) 750–11
 Houg v. State Farm Fire & Cas.
 (5) 110–14, (5) 1000–12, (7) 255–1
 INA v. Hilton Hotels USA (10) 605–2
 Interstate Fire v. Portland Archdiocese ... (3) 105–4
 Isdell v. Scottsdale Ins. (9) 1800–1
 K.M.R. v. Foremost Ins. Grp. (18) 110–6
 Kramer v. State Farm Ins. (12) 1100–1
 Lopez v. N.M. Pub. Sch. (7) 1000–7
 M.C. v. Northern Ins. (12) 605–3
 McAuliffe v. Northern Ins. (8) 225–3
 National Fire & Cas. v. West
 (10) 110–2, (10) 1400–1, (10) 1800–2

Assault:**Sexual (cont.)**

- *New Mexico Physicians v. LaMure ..(6) 1000-13
 Newyear v. Church Ins.(11) 605-3
 Niedzielski v. St. Paul Fire(4) 1000-4
 Nodak Mut. Ins. v. Heim(10) 135-2
 North Clackamas Sch. Dist. v. Oregon Sch. Bds.
 Ass'n(12) 105-14, (12) 1000-11
 Northwest G.F. Mut. Ins. v. Norgard(7) 605-6
 On Air Ent. v. National Indem.(12) 1100-3
 Physicians' Reciprocal Insurers v. Giugliano
(19) 1000-11
 Princeton v. Chunmuang ..(9) 1000-4, (10) 1000-6
 Redeemer v. Church Mut.(10) 270-1, (10) 525-8
 Research Note.....(5) 110-6, (5) 1000-3
 Rivera v. Nevada Med. Liab. Ins.(5) 1000-1
 RJC Realty Holding v. Republic Franklin Ins.
(17) 110-2
 Roe v. Federal Ins.(4) 1000-13
 Roe v. Lawn(7) 110-6, (7) 1700-1
 Ross v. Home Ins.(13) 1000-3
 Ross v. St. Paul Reins.(18) 180-1
 Rulli v. State Farm Fire & Cas.(6) 110-3
 R.W. et al. v. Schrein(14) 1000-6, (15) 1000-1
 St. Paul Fire v. Alderman(8) 1000-2
 St. Paul Fire v. Englemann
(15) 160-1, (15) 1000-5
 St. Paul Fire v. F.H.(8) 1000-4
 St. Paul Fire v. Shernow(5) 1000-14
 SCR Med. v. Browne.....(15) 125-1, (15) 1700-2
 Sears Roebuck v. National Union.....(14) 110-19
 Shuler v. Michigan Physicians Mut. Liab.
(16) 255-5
 *Spivey v. Safeco Ins.(6) 110-11
 Standard Fire Ins. v. Blakeslee(2) 110-20
 State Farm v. Bruns(20) 225-4
 State Farm v. Davis(6) 110-1
 *State Farm v. D.T.S., Jr.(6) 110-10
 State Farm v. TB(13) 150-4
 *Steven G. v. Herget.....(6) 1000-13
 TBH v. Meyer.....(11) 110-6
 TIG Ins. v. San Antonio YMCA.....(18) 700-9
 United Nat'l Ins. v. Entertainment Grp.
(5) 110-16
 Western Heritage v. Magic(8) 225-1, (8) 235-1
 Western World Ins. v. Branch.....(11) 135-5
 Westfield Nat'l v. Continental Comty. Bank
(16) 110-2
 Wolfe v. Anne Arundel Cty.
(15) 605-2, (15) 760-3
 Worcester Ins. v. Fells Acres ..(3) 110-3, (3) 700-5
 W.V. Realty v. Northern Ins.(16) 140-3

Assignment

- Antal's Rest. v. Lumbermen's Mut.(9) 950-7
 Egger v. Gulf Ins.(19) 520-1
 Elat, Inc. v. Aetna Cas. & Sur.(8) 520-2
 Essex Ins. v. Five Star Dye House.....(19) 410-4
 Fiorentino v. Lightning Rod Mut. Ins.(11) 520-3
 Gopher Oil v. American Hardware.....(12) 135-3
 Great Divide Ins. v. Carpenter.....(16) 130-1
 Holloway v. Republic Indem.(19) 195-3
 Kim v. O'Sullivan.....(19) 140-1
 Lexington Ins. v. Simkins Ind.(11) 950-5
 Red Arrow Prods. v. Employers Ins.(12) 135-4
 Red Giant Oil v. Lawler(8) 170-3
 Rubenstein v. Royal Ins.(11) 530-5
 Thurston v. Continental Cas.(3) 140-1

Attorney:**Client Privilege/Relationship**

- American Centennial Ins. v. Canal Ins.(6) 750-3
 Blaylock v. AIU Ins.(3) 180-8, (3) 315-2
 Continental Cas. v. Pullman, Comley.....(4) 750-1
 Delmonte v. State Farm Fire & Cas.
(12) 135-1, (12) 140-12, (12) 150-2

Attorney:**Client Privilege/Relationship (cont.)**

- Dynamic Concepts v. Truck Ins. Exch.
(12) 145-1
 Finley v. Home Ins.(12) 145-6, (12) 160-1
 Holmgren v. State Farm Mut. Auto. Ins.
(5) 140-11
 Jessen v. Hartford Cas.(16) 145-2
 Nationwide v. Bourlon(18) 145-4, (18) 195-1
 Paradigm Ins. v. Langerman Law.....(14) 145-1
 Sharp v. Trans Union.....(18) 195-6, (18) 515-5
 Treadway v. Vaughn(7) 1400-16
 Twin City Fire v. Burke(15) 750-3
 Western States Ins. v. O'Hara.....(17) 140-2

Fees Section 410

- Aetna Ins. v. Aaron.....(9) 330-1
 Aetna Ins. v. Borrell-Bigby Elec.(2) 135-17
 Affiliated FM v. Constitution Reins.(6) 900-2
 Affiliated FM v. Owens-Corning(7) 800-1
 American Home v. United Space Alliance
(17) 410-3, (17) 1400-9
 American States Ins. v. Ankrum
(15) 135-9, (15) 275-1
 An-Son v. Holland-America Ins.(1) 410-3
 ARCNET Architects, Inc. v. New Jersey Property-
 Liab. Ins. Guar. Assoc.(17) 850-1
 Bankers Trust v. Old Republic Ins.(7) 700-1
 Bausch & Lomb v. Utica... (12) 115-1, (12) 330-1
 Bonnie Owen Realty v. Cincinnati Ins.
(9) 180-3, (9) 255-2
 British Int'l v. Seguros L.A. Republica
(16) 900-1
 Cascade Corp. v. American Home Assur.
(18) 170-13
 Chicago Ins. v. Lappin.....(16) 190-2, (16) 1000-1
 Chicago Title Ins. v. FDIC(12) 1950-2
 Church Mut. Ins. v. Smith(7) 750-3
 Cinergy v. St. Paul Surplus Lines.....(18) 170-10
 City of Margate v. Great Southwest(2) 1800-5
 Continental Cas. v. Pittsburgh Corning... (3) 170-4
 Crown Ctr. Redev. v. Occidental Fire.....(2) 760-1
 DeChant v. Monarch Life Ins.(9) 140-8
 Dixon v. Home Indem.(6) 1000-10
 Finger Furniture v. Commonwealth Ins.
(17) 950-22
 Ford Motor v. Northbrook Ins.(2) 170-5
 Hofing v. CNA Ins. Corp.(4) 1000-6
 Howell v. State of Mont.(7) 850-5
 INA v. National Am. Ins.(8) 310-1
 Jostens v. CNA Ins.(2) 170-1, (2) 400-1
 Kearns v. Interlex Ins.(20) 1000-19
 Liberty Mut. Ins. v. Continental Cas.
(1) 135-26, (1) 410-4, (1) 750-14
 Loosmore v. Parent(13) 135-3
 Majorowicz v. Allied Mut. Ins.(10) 140-4
 McCostis v. Home Ins. of Ind.....(7) 1000-4
 McCuen v. American Cas.(5) 1850-6
 Mountbatten Sur. v. Szabo Contracting
(16) 1900-5
 National Engineering & Contracting v. USF&G
(16) 165-3
 Pacific Indem. v. Fireman's Fund Ins.(1) 750-12
 Professional Marine v. Underwriters at Lloyd's
(16) 180-23
 R.D. Offutt Co. v. Lexington Ins.(20) 950-16
 Republic Western v. Spierer(8) 1000-10
 St. Paul v. National Computer Sys.(5) 135-9
 St. Paul v. Pennsylvania Cas.(2) 525-3
 St. Peter's Church v. American Nat'l Fire
(16) 135-1
 Salesin v. State Farm Fire & Cas.(11) 950-3
 School Dist. of Shorewood v. Wausau(5) 135-1
 Shell Oil v. AC&S.....(7) 150-3
 Steptore v. Masco Constr.(8) 150-1
 TIG Ins. v. North Am. Van Lines(18) 800-2
 Village Mkt. v. State Farm Gen. Ins.(11) 950-26

Attorney:**Fees (cont.)**

- Wensman v. Farmers Ins.(12) 530-26
 Western Line v. Continental
(1) 170-5, (1) 1800-3
 Woo v. Fireman's Fund Ins.(20) 1000-10
 Zachary v. Champion Ins.(7) 850-7
 Zuger v. ND Ins. Guar. Ass'n.....(6) 850-6

Automobile:**Borrowed**

- Home Ins. v. USF&G Co.
(14) 135-5, (14) 150-3, (14) 1700-1
 Schroeder v. LSU(4) 1700-12, (5) 1700-9
 USF&G v. Heritage Mut.(13) 1700-1

Commercial Insurance (See**Commercial Automobile Insurance)****Section 1700****Exclusion Section 210**

- Hale v. Fireman's Fund Ins.(2) 1100-1
 Hall v. Auto-Owners Ins.(15) 605-5
 Louis Marsch v. Pekin Ins.
(1) 135-31, (1) 150-15, (1) 210-13
 Northland Ins. v. Russo(9) 360-2
 Pate v. USF&G(1) 210-12, (1) 235-10
 Scottsdale Ins. v. Subscription Plus.....(15) 135-3

Hired

- Ace-Doran Hauling v. Old Republic ... (5) 1700-10
 Chicago Ins. v. Farm Bur. Mut. Ins.(4) 1700-4
 Employers v. Auto Owners ..(1) 760-1, (1) 1700-1
 Gore v. State Farm(8) 1700-1
 Gregory v. Audubon Indem.(19) 210-6
 INA v. Mountain States Mut. Cas.(2) 305-1
 Kresse v. Home Ins.(1) 1700-11
 Marshall v. Providence Wash. Ins.(10) 1700-10
 *McMillon v. Empire Fire.....(6) 1700-19
 Myles v. Consolidated Co.(17) 1700-6
 Pawtucket Mut. Ins. v. Hartford Ins.
(14) 310-7, (14) 1700-11
 Progressive Gulf Ins. v. We Care Day Care
(19) 210-4

- Recalde v. ITT Hartford(11) 605-2
 Sampay v. Morton Salt(1) 1700-12
 Southern Gen. Ins. v. Alford.....(11) 1700-11
 Southern Ins. v. Williams(14) 605-3
 Toops v. Gulf Coast Marine.....(8) 1700-10
 Town of Ayer v. Imperial Cas.(7) 1000-1
 White v. Howard.....(3) 760-1

Leasing

- Aetna Cas. & Sur. v. Fairchild.....(1) 1700-19
 Akers v. Avis(6) 235-14, (6) 1700-4
 Allstate v. Executive Car(2) 750-4, (2) 1700-1
 CC Housing v. Ryder Truck Rental.....(2) 525-10
 Contrans v. Ryder Truck Rental(2) 525-13
 Donegal Mut. Ins. v. Long.....(4) 850-8
 Gaskin v. Jowers.....(1) 525-18, (1) 1700-18
 Mass v. Ziegler(6) 235-13
 Nationwide Mut. Ins. v. Land.....(1) 1700-13
 Ryder Truck v. Guaranty(2) 515-11, (2) 605-2
 Snider v. Continental Ins.(2) 410-5
 Trobaugh v. Migliore.....(5) 760-12
 Universal Underwriters v. Allstate(4) 525-3

Liability Insurance (See also**No-Fault)**

- Aetna Cas. v. Home Ins.(11) 525-2
 American Econ. Ins. v. Felts.....(14) 180-6
 Bohner v. Ace Am. Ins.(18) 270-1
 Gallagher Transfer v. Wilson.....(3) 305-2
 Nationwide Mut. Ins. v. Mrs. Condi's Salad Co.
(18) 545-2
 Paris-Custardo v. Great Am. Ins.(18) 800-5
 Quincy Mut. Fire Ins. v. Quisset Props.
(20) 545-6
 Standard Fire Ins. v. Empire Fire & Marine Ins.
(20) 525-2

Automobile—Bodily Injury

Automobile: (cont.)

Loaned

- Goss v. Cincinnati Ins. (1) 135–27
Mattheis v. Heritage Mut. Ins. (5) 1600–2
Rosenal v. Auto-Owners Mut. Ins. (1) 1600–13
State Farm v. Clarendon Nat'l (5) 1600–3
Travis v. Commercial Union Ins. (2) 210–6

Nonowned/Owned

- Carolina Casualty Ins. v. Burbach (16) 525–5
Gold v. Casserly Landscape (3) 210–5
Mank v. West Am. Ins. (6) 1700–9
Pennsylvania Nat'l v. Travelers (4) 1700–15
State Farm v. Royal Ins. (1) 1600–14
Velderrain v. Progressive Cas. Ins. (1) 1700–23

Rental

- Aisole v. Dean (3) 760–8
Allstate Ins. v. Frank B. Hall (2) 526–16
Ambrosio v. Affordable Auto Rental (10) 525–9
Arnold v. Beacon Ins. (10) 1600–2
Erie Ins. Grp. v. Nationwide Mut. Ins. (4) 525–1
Farm Bureau v. Enterprise Leasing (15) 760–1
Farmers Tex. Cty. Mut. v. Hertz Corp. (20) 750–1
Fellhauer v. Alhorn & Enterprise Rent. (18) 760–2
Geisner v. Budget Rent A Car (12) 525–1
Grand Rent-A-Car v. 20th Century (7) 760–7
Gutman v. Worldwide Ins. (6) 760–1
Hartford Cas. Ins. v. Budget (3) 760–8
Hearty v. Harris (3) 760–7
Hertz v. Smith (8) 305–2, (8) 310–3
Jones v. Wortham (5) 760–1
Kiernan v. Agency Rent-A-Car (5) 760–2
Liberty Mut. Ins. v. Thomas (10) 1700–14
McClain v. Begley (3) 760–3, (4) 760–1
Nelson v. Planet Ins. (8) 1700–11
New Hampshire Indem. v. Budget Rent-A-Car (15) 525–10
Progressive Northern Ins. v. Enterprise Rent-A-Car (15) 760–2
Public Employees Mut. Ins. v. Hertz (3) 760–9
Quittem v. National Car Rental Sys. (5) 1700–7
Robinson v. Coia (17) 525–8, (17) 760–1
Ryan v. Knoller (10) 1700–12
Ryder/P.I.E. v. Harbor Bay (3) 760–4
State Farm v. Hertz (15) 525–6
State Farm v. Snappy Car (6) 525–3
20th Century Ins. v. Liberty Mut. Ins. (5) 700–1
*Unisun Ins. v. Hertz Rental (6) 1700–19
USF&G v. Budget Rent-A-Car (6) 760–1

Away from the Premises (See Premises: Away from the)

Bad Faith: Section 140

- Allstate Ins. v. Campbell (7) 145–1
American Med. v. National Union (13) 1850–3
Arceneaux v. Amstar Corp. (20) 150–3, (20) 170–2
Attorneys Mut. v. Smith, Blocker (11) 190–1
Austin Co. v. Royal Ins. (6) 760–6
Bernhard v. Farmers Ins. Exch. (9) 410–2
Bernstein v. Genesis Ins. (15) 1850–4
Blue Ridge Ins. v. Jacobsen (12) 175–2
Cantu Svcs. v. General Star Indem. (16) 950–10
Central Ill. Pub. Serv. v. Agricultural Ins. (20) 750–2
City Fuel. v. National Fire Ins. (18) 220–12
Community St. Bank v. Hartford (2) 1900–2
de Laurentis v. USAA (17) 950–29
Dewitt Constr. v. Charter Oak Fire Ins. (15) 165–4
Estate of Price v. Universal Cas. (15) 410–2
Evanston Ins. v. ATOFINA Petrochem. (20) 615–19
FDIC v. Aetna Cas. & Sur. (3) 1900–6
First Ins. Funding v. Federal Ins. (14) 1900–4
Frank Coluccio Constr. v. King Cty. (20) 615–10
General Star Indem. v. Lake Bluff Sch. Dist. (17) 1000–2

Bad Faith: (cont.)

- Hanover Ins. v. Golden (13) 410–1
Hartford Acc. v. Aetna Cas. (3) 750–6
Heartland Stores v. Royal (6) 130–1, (6) 185–1
INA v. Home Ins. (2) 750–3
Interior Shutters v. Valiant Ins. (13) 950–27
J.E. Quarters v. Michigan Phys. Mut. (2) 400–2
J.P. Bornstein v. National Union (2) 135–10
Judwin Props. v. U.S. Fire Ins. (5) 135–8
Kansas Bankers Sur. v. Lyness (3) 145–2
Lundstrom v. USAA (18) 950–22
Maguire v. Ohio Cas. Ins. (5) 135–6
Masterclean v. Star Ins. (14) 1900–1
Miller v. Sloan, Listrom (12) 1000–3
Miller v. USAA Cas. (15) 950–27
Mountbatten Sur. v. Szabo Contracting (16) 1900–5
National Athletic Sportswear v. Westfield Ins. (20) 950–22
Nevada Ins. Guar. v. Sierra Auto Ctr. (6) 850–11
Persian Galleries v. Transcontinental (8) 950–3
Real Asset Mgmt. v. Lloyd's (8) 950–13
Salvator v. Admiral Merchs. Motor (2) 760–4
Scholle Corp. v. Agricultural Ins. (20) 800–6
Spicer, Watson v. Minnesota Lawyers (7) 410–1
Standard Artificial Limb v. Allianz Ins. (8) 610–1
Stanley v. Trinchar (20) 170–7
Surdyka v. DeWitt (3) 360–2
TIG Ins. v. Dallas Basketball (16) 1400–22
Trouten v. Heritage Mut. (14) 925–1
Truck Ins. v. VanPort Homes (15) 135–4, (15) 170–4
Twin City Fire Ins. v. Superior Ct. (3) 750–7
USAA v. Alaska Ins. (14) 750–6
Venetsanos v. Zucker, Facher (7) 900–1
Warren Davis Prop. v. United Fire (12) 950–12
Westchester Fire Ins. v. G. Heileman Brewing (13) 150–13, (13) 170–5, (13) 410–3
Williams v. American Ctry. Ins. (18) 145–6
Wolff v. Royal Ins. (4) 515–5
- #### Failure To Defend (See also Duty To Defend)
- Aetna Cas. v. Martin Surg. (1) 140–7, (1) 620–1
American Best Food v. Alea London (20) 225–3
Carrusel Concessions v. Florida Ins. (1) 135–14
Employers Nat'l v. Zurich American (1) 140–14
Essex Ins. v. Five Star Dye House (19) 410–4
Felice v. St. Paul Fire (1) 515–16
Florida Ins. Guar. Ass'n v. Giordano (1) 140–11
Leader Nat'l Ins. v. Smith (1) 140–13
Lund v. American Motor. (1) 120–12, (1) 140–9
Maryland Ins. v. Head Indus. (10) 140–12
Pacific Indem. v. Linn (1) 135–20, (1) 140–5, (1) 170–1, (1) 400–2
Pekin Ins. v. Home Ins. (1) 145–3, (1) 160–3
Persian Galleries v. Transcontinental (8) 950–3
Tibbs v. Great Am. Ins. (1) 135–14, (1) 140–6, (1) 605–11
Warren v. Farmers Ins. (6) 135–3
- #### Failure To Pay (See also Duty To Indemnify; Legal Obligation To Pay)
- Babst v. Nichols Constr. (1) 305–9, (1) 520–5
Carlile v. Farmers Ins. Exch. (1) 140–3
Certain Underwriters v. Rucker Constr. (20) 950–10
Firemen's Ins. v. Bauer (1) 140–5, (1) 320–10
INA v. Medical Protective (1) 140–4, (1) 750–5
Lastie v. Warden (6) 850–3
Mowry v. Badger State Mut. Cas. (1) 140–8
Puritan Ins. v. Canadian (1) 140–3, (1) 750–4
Starkville v. Continental (1) 130–6, (1) 1800–2
Steele v. Hartford Fire Ins. (1) 140–12
Tank v. State Farm (1) 140–2, (1) 160–5
U.S. Fire Ins. v. Royal Ins. (1) 140–4, (1) 750–3
- #### Failure To Settle (See also Duty To Settle)
- American Centennial Ins. v. Canal Ins. (6) 750–3

Bad Faith:

Failure To Settle (cont.)

- Auclair v. Nationwide Mut. Ins. (1) 140–11
California State v. Superior Ct. (3) 140–11
Certain Underwriters v. Fidelity (6) 750–1
Certain Underwriters v. General (3) 750–11
Chaffin v. Transamerica (2) 140–5, (2) 410–4
Commercial Union v. Medical Prot. (2) 750–9
Great Southwest Fire Ins. v. CNA Ins. (3) 750–2
Green v. J.C. Penney Auto. Ins. (2) 140–3
Home Ins. v. N. River Ins. (3) 750–1
Kyriss v. Aetna Life & Cas. (1) 140–10
Lovewell v. Physicians Ins. Co. (10) 400–9
Lozier v. Auto Owners Ins. (5) 140–1
Meixell v. Superior Ins. (13) 140–18
Morrell Constr. v. Home Ins. (3) 140–17
Myers v. Ambassadors Ins. (1) 140–13
Nathanson v. Hertz (2) 760–1
National Sur. Corp. v. Hartford Cas. Ins. (20) 750–4
Quick v. National Auto Credit (8) 760–7
Ranger Cty. Mut. Ins. v. Guin (1) 140–14
RLI Ins. v. Scottsdale Ins. (10) 750–1
Schreffler v. Pennsylvania Ins. Guar. (4) 850–4
Smith v. General Acc. Ins. (11) 140–9, (11) 185–1
State Farm v. Zebrowski (11) 140–5
Turner Ins. v. Continental Cas. (2) 140–10
Veillon v. Louisiana Ins. Guar. Ass'n (6) 850–1

Bailment

- Balzer Bros. v. United Fire (13) 305–2, (13) 315–3
Barnes v. Erie Ins. Exch. (15) 210–3
Customized Distrib. Svcs. v. Zurich Ins. & Campbell Soup (17) 950–14

Bankers Blanket Bonds (See Bonds) Section 1900 (Binders 2–10)

Bankruptcy

- ACandS v. Travelers Cas. (18) 180–19
Century Surety v. Polisso (18) 130–1
Continental Cas. v. Law Offices (16) 1000–6
Crum & Forster v. Basin Electric (3) 1850–4
Forex, Ltd. v. U.S. Specialty Ins. (16) 145–2
Fuller-Austin Insulation v. Highlands Ins. (18) 170–14, (18) 520–6
In re Davis (13) 140–19
Lightowler v. Continental Ins. (13) 1000–7
Rigby v. Underwriters at Lloyd's (17) 1850–11

Binder

- Alea London v. Bono-Soltysiak Ent. (18) 180–4
American Hardware Mut. Ins. v. BIM (3) 150–2
Medical Care Am., Inc. v. National Union Fire Ins. Co. of Pittsburgh, Pa. (16) 1850–1
SR Int'l Bus. Ins. v. WTC Props. (19) 105–1, (19) 950–1
Westchester Resco v. New England (2) 360–1

Bodily Injury Section 125

- Agricultural Ins. v. Focus Homes (13) 235–1
American Protection Ins. v. McMahan (3) 115–5
Auto Club Grp. Ins. v. Daniel (15) 270–1
City of Chesapeake v. States Self-Insurers RRG (19) 220–5
City of Everett v. American Empire (6) 1000–3
Continental v. City of Richmond (1) 1800–1
Covington Twp. v. Pacific Employee Ins. (2) 135–5, (2) 525–4, (2) 1800–1
Emergency Med. Svcs. v. St. Paul Mercury Ins. (20) 235–11
Employers Mut. v. Oppidan (7) 1000–8
Fielder Rd. Baptist Church v. Guideone Elite Ins. (17) 195–1
Fremont Cas. v. Ace-Chicago (13) 1200–1

Bodily Injury (cont.)

- Gonzalez v. Mission Am. Ins.(3) 700-4
 Klamath Pacific v. Reliance Ins.(10) 235-4
 Philadelphia v. Maryland Yacht.....(12) 1850-3
 Primary Plumbing v. Certain Underwriters
(18) 165-7
 Town of Springfield v. USF&G.....(1) 1800-4
 USX Corp. v. Liberty Mut. Ins.....(18) 1200-6
 Western World v. City of Tusculumbia(6) 1800-1

Boiler and Machinery

- Commonwealth Ins. v. Stone Container
(16) 950-7

Bonds:**Bankers Blanket**

- Provident Bank v. Travelers P&C
(13) 135-8, (13) 310-15

FidelitySection 1900

- Central Nat'l Ins. of Omaha v. INA(8) 1900-1
 Employers v. Landmark(9) 410-5, (9) 1000-15
 Foster v. National Union Fire Ins.(3) 1900-8
 J.I. Corp. v. Federal Ins.(3) 515-8

Surety

- Cates Constr. v. Talbot.....(12) 140-4, (12) 1900-1
 North Marion Sch. Dist. v. Acstar Ins.
(19) 410-6

Breach of:**Contract**

- American Family Mut. v. Ragsdale.....(2) 315-1
 American Home v. United Space Alliance
(17) 410-3, (17) 1400-9
 Basil Dev. v. General Acc. Ins.....(10) 315-2
 Bernalillo Cty. Deputy Sheriffs' Ass'n v. County
 of Bernalillo(6) 190-4
 City of Burlington v. Associated Elec....(8) 110-13
 City of Burlington v. National Union.....(8) 110-1
 Continental Cas. v. Marx.....(1) 410-2
 Deese v. State Farm Mut. Auto. Ins.(6) 140-1
 Dietrich v. Travelers Ins.(3) 120-1
 Ebenezer Society v. Dryvit Sys.(3) 320-4
 Erie Ins. v. Pioneer Home Improvement
(12) 315-3
 First Federal S&L v. Fidelity & Dep....(3) 1900-3
 First Southern Ins. v. Jim Lynch Ent.(4) 135-6
 First Wyo. Bank v. Continental Ins.
(7) 135-6, (7) 310-2
 Fisher v. Fitchburg Mut.(2) 110-19, (2) 120-16
 Franklin v. Western Nat'l Mut. Ins....(10) 1400-12
 Glens Falls Ins. v. Donmac Golf(5) 315-5
 Grapevine Excav. v. Maryland Lloyds...(13) 410-1
 Grossman v. American Family Mut.(3) 135-10
 Gulf Ins. v. The L.A. Effects Grp.....(2) 120-6
 Hartford Ins. v. City of Sanibel(2) 120-4
 Hawaiian Holiday Nut v. Industrial.....(7) 110-8
 High Ctry. v. NH Ins.....(8) 110-3, (8) 120-1
 Indiana Ins. v. Hydra Corp.(5) 135-13
 In re St. Louis Encephalitis Outbreak
(19) 1000-5
 Kartridg Pak v. Travelers Indem.....(2) 120-13
 Liberty Mut. Ins. v. Travelers Indem.....(9) 615-2
 Liberty Mut. Ins. v. United Nat'l Ins.....(2) 235-3
 Magic Valley Potato v. Continental.....(2) 310-1
 Mid Arc, Inc. v. Mid-Continent Cas....(17) 165-26
 Monticello Ins. v. Wil-Freds..(8) 105-7, (8) 315-5
 Nationwide v. Phelps.....(16) 165-10, (16) 315-5
 Nelson v. Motor Tech(3) 310-3
 Oak Crest v. Austin Mut.....(8) 105-7, (13) 105-2
 Pekin Ins. v. Miller(19) 110-3
 Phico Ins. v. Presbyterian Med.(8) 1000-14
 Redevelopment v. International.....(9) 135-5
 Ross v. Briggs & Morgan(8) 1400-12
 Shunn Constr. v. Royal Ins.(8) 125-3
 Sphere Drake Ins. v. Tremco(7) 315-1
 State Bancorp v. USF&G
(10) 105-10, (10) 1400-10

Breach of:**Contract (cont.)**

- Taylor-McDonnell v. Commercial Union
(2) 315-7
 1325 North Van Buren v. T-3 Group....(19) 1000-3
 Tobi Eng. v. Nationwide.....(4) 120-4, (4) 1400-5
 Toombs N.J. v. Aetna Cas. & Sur.....(4) 1400-6
 Yegge v. Integrity Mut. Ins.(8) 105-5
 Washington Housing v. N.C. Housing
(11) 105-5, (11) 305-1
 Wolov v. Michaud Bus Lines(1) 310-6
CooperationSection 515
 Auto-Owners Ins. v. NewMech Cos.....(16) 165-5
 Campbell v. Bartlett.....(5) 1700-11
 Continental Cas. v. City of Jacksonville
(20) 170-12
 Federal Ins. v. Arthur Andersen LLP(20) 150-5
 First Bank v. Fidelity & Dep. Ins.....(10) 515-4
 Flatiron Paving v. Great Southwest.....(4) 150-4
 Hayes v. United Fire & Cas.....(12) 180-7
 Kearns v. Interlex Ins.(20) 1000-19
 Progressive Cty. Mut. Ins. v. Trevino.....(19) 515-8
 Rosenthal v. Prudential P&C.....(4) 950-6
 Roussos v. Allstate Ins.....(8) 145-1
 St. Paul Fire v. Albany Emergency(2) 515-4
 Tri-State Ins. v. Fitzgerald.....(6) 410-1

Warranty

- American Family Mut. v. American Girl
(16) 255-3
 Apollo Sprinkler v. Fire Sprinkler.....(1) 310-7
 Atlantic Mut. Ins. v. Judd Co.....(1) 325-2
 Baugh Constr. v. Mission(2) 120-7, (2) 315-5
 Clarostat Mfg. v. Travelers Indem.....(1) 325-2
 Colard v. American Farm(1) 180-2, (1) 310-7
 Flatiron v. Great Southwest... (4) 305-1, (4) 310-1
 Fredeman Shipyard v. Weldon Miller(2) 360-1
 Gary L. Shaw Bldrs. v. State Auto. Mut. Ins.
(2) 310-2, (2) 315-4, (2) 330-1
 General Acc. Ins. v. INA(5) 320-1
 Great Southwest Fire Ins. v. Greenlee
(1) 310-5, (1) 315-16, (1) 1000-5
 Gulf Tampa v. Great Atlantic(1) 320-11
 Knutson Constr. v. St. Paul Fire(1) 315-7
 Luyties Pharmacal v. Frederic Co.(2) 315-1
 Meng v. Bituminous Cas. .(1) 135-28, (1) 320-12
 Peerless Ins. v. Brennon(3) 315-1
 Reliance Ins. v. Mogavero.....(2) 315-3
 Scottsdale Ins. v. Knox Park Constr.
(20) 520-1, (20) 800-1
 Townsend Ford v. Auto-Owners Ins.....(7) 310-16
 Triple U v. N.H. Ins.(1) 120-12, (1) 135-18
 Union Ins. v. Kjeldgaard.....(5) 315-2
 Western Cas. & Sur. v. Brochu
(1) 150-11, (1) 310-4, (1) 315-15
 Wolf v. Maryland Cas.
(1) 135-16, (1) 140-7, (1) 145-4

Broad Form Property Damage**Endorsement**Section 350

- Allstate Ins. v. Roy(8) 360-1
 Blaylock & Brown Constr. v. AIU(3) 315-2
 Corner Constr. v. USF&G
(14) 165-2, (14) 315-5
 Engineered Prods. v. Aetna Cas.(2) 315-6
 Gardner v. Lakvold.....(2) 320-5
 McKellar Dev. v. Northern(6) 315-1, (6) 330-2
 O'Shaughnessy v. Smuckler Corp.....(8) 315-6

Builders Risk Policy

- Bosecker v. Westfield Ins.(12) 950-16
 Chubb Ins. v. DeChambre
(16) 530-8, (16) 950-24
 Cresswell v. Pennsylvania Nat'l Mut. ..(15) 165-1
 Frank Coluccio Constr. v. King Cty.....(20) 615-10
 Hoang v. Assurance Co. of Am.(19) 165-11
 Holden v. Connex-Metalna Mgmt.....(15) 525-2

Builders Risk Policy (cont.)

- Hunt Constr. Grp. v. Allianz Global Risks
(20) 165-8
 Knob Noster R-VIII Sch. Dist. v. Dankenbring
(20) 530-4
 Lodge v. Assurance Co.(15) 950-23
 Lumbermen's v. RCR Plumbing(11) 950-25
 Metric/Kvaerner Fayetteville v. Federal Ins.
(17) 515-13
 Nodaway Valley Bank v. E.L. Crawford Constr.
(16) 530-5
 St. Paul v. Universal Bldrs. Supply(18) 530-1
 Texaco Exploration v. AmClyde Engineered
 Prods.(18) 530-4
 Trinity Ind. v. INA.....(3) 950-12
 Turner v. State Farm Fire & Cas.(6) 950-6
 Walden Gen. v. Michigan Mut.(11) 950-8

Building and Ordinance Exclusion

- Cohen Furniture v. St. Paul Ins.....(4) 950-2
 Farmers Union Mut. Ins. v. Oakland.....(5) 950-9
 Garnett v. Transamerica.....(3) 140-18, (3) 950-18

Burden of Proof

- American Graphics v. Travelers Indem.
(13) 950-18
 Arrellano v. State Farm(18) 235-2
 Buss v. Superior Ct.....(10) 175-1
 Employers Ins. v. Tektronix, Inc.
(20) 220-1, (20) 515-1
 Farmers Mut. v. Kment.....(15) 110-9
 Happy House v. N.H. Ins.....(5) 305-1
 James F. O'Connell v. Transamerica(4) 190-1
 Montana Petrol. Tank Release Comp. Board v.
 Capitol Indem.....(19) 530-3
 Robinson v. State Farm(14) 140-9
 Star Steel Supply v. USF&G(4) 195-1
 Telepak v. United Svce. Auto. Ass'n.....(8) 195-1
 Terra Ind. v. National Union Fire Ins.(17) 750-1
 Transamerica Leasing v. Institute of London
 Underwriters(14) 950-30
 Universal v. Greenleaf(6) 105-4, (6) 195-1
 Weyerhaeuser Co. v. Commercial Union Ins.
(13) 115-5, (13) 530-6

Business:**Interference**

- Atlantic Mut. v. Badger Med.....(8) 1400-1
 Crum & Forster v. Resolution Trust.....(5) 1000-3
 McCormack v. American Guar.....(11) 1400-16
 St. Paul v. Medical X-Ray.....(11) 1400-18

Interruption Loss

- A. Miller & Co. v. Cincinnati Ins.(4) 950-1
 American Cas. v. B. Cianciolo(6) 140-5
 American Med. v. St. Paul.....(5) 950-5
 Archer Daniels Midland v. Aon Risk Svcs.
(16) 950-34
 Baxter Int'l v. American Guar. & Liab. Ins.
(19) 950-22
 Bexar Cty. Hosp. Dist. v. Factory Mut. Ins.
(19) 950-24
 Broad Street, LLC v. Gulf Ins.(19) 950-37
 Buxbaum v. Aetna(15) 950-5
 Cohen Furniture v. St. Paul(4) 950-2
 Continental Ins. v. DNE Corp.(5) 950-12
 Finger Furniture v. Commonwealth Ins.
(17) 950-22
 Fireman's Fund v. Mitchell-Peterson(4) 950-2
 Forestview the Beautiful v. All Nation Ins.
(18) 950-4
 Gregory v. Continental(4) 140-8, (4) 950-8
 Grevas v. USF&G.....(4) 950-3, (5) 950-14
 Harry's Cadillac v. Motors(11) 950-7
 Jupiter Alum. v. Home Ins.....(13) 950-14
 Litho Color v. Pacific Employers Ins.
(12) 170-2, (12) 410-1, (12) 950-2
 Lyon Metal v. Protection Mut. Ins.....(13) 950-30

Business—Civil

Business:

Interruption Loss (cont.)

- Mark Andy, Inc. v. Hartford Fire (13) 950-9
Metalmasters v. Liberty Mut. (3) 950-15
National Union Fire Ins. v. Texpak Grp.
..... (18) 950-10
155 North High v. Cincinnati Ins. (5) 950-14
Pentair, Inc. v. American Guar. & Liab. Ins. Co.
..... (17) 950-23
Pressman v. Aetna (3) 140-9, (3) 950-9
Protection Mut. v. Mitsubishi Silicon
..... (12) 950-20
Royal Indem. v. Retail Brand Alliance
..... (19) 950-6
St. Marys Foundry v. Employers Ins. (15) 950-21
Source Food Tech. v. U.S. Fid. & Guar.
..... (19) 950-30
Texas Ind. v. Factory Mut. Ins. (19) 950-21
United Airlines v. Insurance Co. of the State of Pa.
..... (18) 950-15
Western Amer. v. Aetna (3) 185-2, (3) 950-16
Witcher Constr. v. St. Paul (9) 950-15
W.V. Realty, Inc. v. Northern Ins. Co. of N.Y.
..... (16) 140-3
- #### Owners Policy
- Grotelueschen v. American Family (4) 605-3
Rayburn v. MSI Ins. (13) 605-1
- #### Pursuits (See also In the Business of)
- Curbee v. Rhubarb (4) 230-1
Elliott v. Hanover Ins. (11) 150-8
Interstate v. Auto-Owners (2) 525-15, (2) 750-23
Pekin Ins. v. Allstate (15) 150-1
- #### Risks.....300 Tab

Use Exclusion

- Canal Ins. v. Underwriters at Lloyd's London
..... (18) 1700-4
Cinquemano v. Underwood..... (6) 1600-1
Continental Cas. v. Flomenhoft..... (7) 1000-7

"By or on Behalf of"

- Fireguard v. Scottsdale..... (2) 315-10, (2) 350-2
Harbor Ins. v. Tishman Constr. (4) 350-1
New Castle Cty. v. National Union (13) 1400-1

Cancellation.....Section 540

- Bast v. Capitol Indem. (10) 950-2
Carbone v. North River Ins. (1) 540-2
Copley v. Pekin Ins. (1) 540-2
Country Mut. v. Millers Nat'l (2) 1700-11
OneBeacon Ins. v. Georgia-Pacific (19) 700-7
President v. Jenkins (15) 190-2
Ray v. Allstate Ins. (1) 540-3
Sheikh v. Coregis Ins. (19) 515-5
Sunseri v. Camperos Del Valle Stables... (2) 135-4
Transamerica Ins. v. Tab Transp. (8) 1700-9
Westchester Resco v. New England..... (2) 360-1

Care, Custody, or Control

.....Section 305

- *Clausen v. Columbia Nat'l Ins. (6) 950-12
Columbia Mut. Ins. v. Schauf (12) 315-2
Continental Ins. v. Asarco (2) 350-1
Essex Ins. v. Wright (19) 120-2, (19) 305-2
Hartford Cas. v. Cruse..... (6) 315-3
Libralter Plastics v. Chubb Grp..... (7) 950-3
Louisiana Maint. v. Certain Underwriters
..... (6) 140-4
National Ins. v. Dade Moving (10) 1700-6
South Carolina Ins. v. Southeastern (1) 305-8

Cargo Insurance

- Armenia Coffee v. American Nat'l Fire Ins.
..... (19) 950-28
Commercial Union v. Sea Harvest..... (13) 950-31
Farr Man & Co. v. M/V Rozita (3) 530-3

Causal Connection

- Allstate v. Bowen (16) 110-11
Builders Mut. Ins. v. North Main Constr.
..... (18) 210-3
Century Surety v. Poliso (18) 950-11
Commonwealth Ins. v. Grays Harbor.. (16) 950-46
Cubit v. Mahaska Cty. (16) 1800-1
Delta Pride Catfish v. Home Ins. (11) 1400-5
Elan Pharm. v. Employers Ins. (11) 1400-4
Empacadora v. Hemispheric Ins. (3) 950-7
GAF Sales v. Hastings Mut. (10) 1400-14
Griffin v. Old Republic Ins. (18) 210-1
Hartford Fire Ins. v. Pierce (11) 210-1
Kramer v. State Farm Ins. (12) 1100-1
Merz v. Markel Ins. (16) 950-36
Peerless Ins. v. Wood (10) 210-3
Sears v. National Union (13) 610-1
S.W. Energy v. Continental Ins. (12) 950-9
Utica Ins. v. American Indem. Grp. (16) 255-1

Certificate of Insurance ..Section 620

- Alabama Elec. Co-op. v. Bailey's Constr.
..... (19) 615-20
Camastro v. Dlesk (10) 540-1
Crown Ctr. v. Occidental Fire (2) 525-2
Horn v. Transcon Lines. (7) 180-2, (7) 195-1
Oxy USA v. Hartford Ins. Grp. (8) 615-3
Seegers v. Kansas City (5) 195-12, (5) 360-1
Smith v. Richard (1) 540-3
USF&G v. Truck Air..... (1) 540-3, (1) 620-1
West Amer. Ins. v. J.R. Constr.
..... (15) 140-5, (15) 150-3, (15) 615-4

Choice of Law

- Allen v. State Farm Mut. Auto. Ins. (4) 180-1
American Home v. Safway Steel (2) 130-3
American States Ins. v. Allstate Ins. (18) 750-2
Batson-Cook v. Aetna Ins. (4) 120-7
Bell v. Merchants (3) 180-4, (3) 950-10
Boardman Petrol. v. Federated..... (10) 180-5
Bohannon v. Allstate Ins. (5) 180-2
Budget Rent-A-Car v. Chappell..... (17) 180-8
Canal Ins. v. F.W. Clukey... (9) 180-6, (9) 1700-4
Canron v. Federal Ins. (9) 180-7
Cargill Inc. v. Evanston Ins. (14) 115-6,
(14) 180-1, (14) 515-7, (14) 525-6
Century Indem. v. Mine Safety Appliances
..... (20) 180-15
Certain Underwriters at Lloyd's v. Foster Wheeler
..... (19) 115-5
Collins & Aikman v. Hartford..... (7) 130-1
Compagnie v. Argonaut (3) 180-2, (3) 515-1
Crown Ctr. v. Occidental Fire (2) 180-1
CSX v. Commercial Union . (9) 515-13, (9) 700-5
Del Monte v. Fireman's Fund Ins. (20) 170-5
Dreher v. Budget Rent-A-Car (19) 180-3
Fantis Foods v. North River Ins.
..... (13) 180-6, (13) 950-23
Federated Rural Elec. Ins. Exch. v. R.D. Moody &
Assocs. (19) 180-5, (19) 850-1
Fluke Corp. v. Hartford..... (13) 130-1
General Acc. Ins. v. INA (5) 180-5
General Ceramics v. Fireman's Fund..... (8) 180-3
Gilbert Spruance v. Pa. Mfrs. Ass'n..... (6) 180-5
Głowski v. Allstate Ins. (4) 180-1
Greycoat Hanover v. Liberty Mut. (8) 515-4
Hammersmith v. TIG Ins.
..... (19) 180-11, (19) 515-15
Harrison v. R.R. Morrison & Son (16) 220-17
Hartford v. Dana Corp. (11) 180-7
Home Ins. v. Service Am. Corp. (2) 140-2
Horn v. Transcon.. (7) 180-2, (7) 195-1, (7) 620-1
Household Int'l v. Liberty Mut. (13) 180-8
Independent Petrochem. v. Aetna (2) 115-11
In re: EDC Contractor Ins. Litigation. (18) 180-15
In re Lumbermens Mut. Cas. (18) 180-21
International Ins. v. Stonewall Ins. (9) 180-8
Jepson v. General Cas. (7) 180-1
Johnson v. Occidental Fire & Cas. (5) 180-4
Johnson Matthey v. Pa. Mfrs. Ass'n (4) 180-5

Choice of Law (cont.)

- Joy Tech. v. Liberty Mut. (6) 180-1, (6) 220-1
Jupiter Alum. v. Home Ins. (13) 180-1
Lapham-Hickey v. Protection Mut. (7) 115-11
Lee v. Interstate Fire & Cas. (9) 180-7
Lenny Szarek, Inc. v. Maryland Cas. .. (17) 1200-1
Liberty Mut. Ins. v. Triangle Ind. (3) 180-6
Littlefield v. Acadia Ins. (17) 225-1
Maremont v. Cheshire (10) 180-4
Maryland Cas. v. Continental Cas.
..... (16) 180-26, (16) 220-2
Mill's Pride v. Continental (15) 180-2
Moper Transp. v. Norbet Trucking Corp.
..... (20) 1700-4
Nadler v. Liberty Mut. Fire Ins. (6) 180-7
New Ponce Shopping v. Integrand (9) 950-12
NL Ind. v. Commercial Union Ins.
..... (8) 180-4, (11) 180-6
Norfolk Southern v. California Union . (16) 115-3,
(16) 170-7, (16) 180-32, (16) 330-1
Northern Ins. v. Allied Mut. Ins. (5) 135-5
Northland Ins. v. Guardsman Products
..... (10) 180-2, (10) 180-9
Param Petrol. v. Commerce & Ind. (10) 180-3
Permacel v. American Ins. (10) 180-6
Pfizer v. Employers Ins. (11) 180-9
Pharmacia & Upjohn v. American Ins. . (12) 115-8
Plante v. Columbia Paints (6) 180-9
Polensky v. Continental Cas. (18) 180-2
Reichold Chem. v. Hartford
..... (10) 180-8, (10) 515-8
Research Note (5) 180-9
St. Paul v. International Playtex (3) 130-1
Savage Arms v. Western Auto
..... (13) 180-11, (13) 530-6
SBC Holdings v. Travelers Cas. (19) 1400-5
Sensient Colors v. Allstate Ins.
..... (19) 180-4, (20) 180-15
Shapiro v. Associated..... (3) 180-5, (3) 750-8
Travelers v. PCR Inc. (18) 110-4
Travelers v. Rogers..... (4) 180-2, (4) 515-3
Travelers v. Summit Corp. (12) 115-3,
(12) 180-1, (12) 220-1, (12) 1400-8
Unisys Corp. v. INA (11) 180-10
U.S. Fire Ins. v. CNA Ins. (4) 105-1, (4) 325-4
Utica Mut. Ins. v. Klein & Sons (3) 180-9
Viacom v. Transit Cas. (17) 170-1
Warner v. Clarendon Ins. (19) 1700-1
West Am. Ins. v. MacDonald (6) 180-8
Westchester Fire Ins. v. G. Heileman Brewing
..... (13) 180-10
W.R. Grace & Co. v. Maryland Cas. (5) 180-1
YWCA v. Allstate Ins. (14) 180-2

Civil:

Authority Exclusion

- Dunlap v. Illinois Founders Ins. (6) 950-4

Rights

- Angelina v. Pattonville..... (1) 110-17, (1) 1400-10
Argento v. Village of Melrose Park (2) 110-16
Board of Ed. v. National (11) 225-8, (11) 270-2
Board of Ed. v. N.J. Sch. Bds. Ass'n .. (11) 1000-8
Calvert Ins. v. Western Ins. (2) 110-21
City of Beverly Hills v. Chicago Ins. (2) 110-6
City of Muncie v. United Nat'l Ins. (3) 110-9
City of Sharonville v. American Employers Ins.
..... (18) 1800-1
Guaranty Nat'l Ins. v. International Ins.
..... (7) 1400-9, (7) 1800-1
Hudson Ins. v. City of Chicago Hts. (8) 110-3
Illinois Farmers Ins. v. Preston (2) 110-4
Klatt v. Continental Ins. (2) 110-7
New Madrid Cty. v. Continental (3) 1800-1
School Dist. of Shorewood v. Wausau... (5) 135-1
Vargas v. Hudson Cty. Bd. (5) 1400-3
Vaughner v. Pulito (2) 110-3
Western Cas. v. Adams Cty. (2) 1400-12

Claims:

Board of Ed. v. N.J. Sch. Bds.(11) 1000-8
 Center for Blood Research v. Coregis Ins.
(15) 1800-6
 Central Ill. Pub. v. American Empire(7) 190-8
 City of Marion v. National Cas.(2) 190-8
 Continental Cas. v. Grossman(7) 1000-6
 Dercoli v. Pennsylvania Nat'l Mut.(2) 140-9
 FDIC v. Booth(9) 1850-2
 Gianfillippo v. Northland Cas.(7) 140-2
 Griswold Prop. v. Lexington Ins.(20) 195-4
 Heinson v. Porter(2) 140-8,
 (2) 150-11, (2) 180-3
 Jet Line v. American Emp.(2) 150-7, (2) 350-4
 Lapham-Hickey v. Protection Mut.(7) 115-11
 ND Ins. Guar. v. Agway(3) 760-10, (3) 850-2
 Sampson v. National Farmers Union P&C
(19) 410-1
 Stumpf v. Eidemiller(2) 400-3
 Tewell, Thorpe v. Continental(6) 190-1

Made (See also Trigger of Coverage)

.....Section 190
 American v. Dykema(1) 105-23, (1) 150-12,
 (1) 160-8, (2) 105-1, (2) 150-1
 American Continental Ins. v. Steen(16) 540-1
 American Int'l Specialty Lines Ins. v. Continental
 Cas. Ins.(19) 515-1, (19) 1000-8
 Carpenter v. BESCO(1) 135-13
 Coregis Ins. v. Baratta & Fenery(14) 1000-4
 C.V. Perry v. Village of W. Jefferson(9) 1800-2
 Dickerson v. Schroeder(18) 1000-6
 Edinburg Consol. v. St. Paul(3) 1800-1
 Employers Reins. v. Phoenix Ins.(2) 525-1
 FDIC v. Mijalis(7) 1850-2
 Federal Ins. v. CompUSA(15) 515-4
 First American v. National Union(10) 515-2
 Great West v. Northbrook(1) 135-12, (1) 545-2
 Highwoods Prop. v. Executive Risk Indem.
(17) 1850-6
 International Ins. v. RSR Corp.
(18) 115-4, (18) 195-3
 Lee v. Evergreen Reg. Co-Op(1) 150-14
 Lexington Ins. v. Rugg & Knopp(11) 515-10
 Medical Inter Ins. v. Health Care(8) 515-7
 MGIC Indem. v. Central Bank(2) 515-6
 Millbrook Tax v. P.L. Henry & Assoc.(14) 540-1
 Minnesota Comm'l Ry. v. General Star Indem.
(17) 150-3
 Moncello v. Federal Ins.(3) 605-1
 Murray v. City of Bunkie(10) 515-3
 National Union v. Continental Ill.(2) 700-2
 Pacific Indem. v. Imperial Cas.(1) 525-17
 Putney Sch. v. Schaaf(4) 150-7, (4) 515-4
 St. Paul Fire v. Tinney(3) 515-6
 Tenovsky v. Alliance Synd.(10) 515-2
 Terra Ind. v. National Union Fire Ins.(17) 750-1

Class Action

ABT Bldg. Prod. v. National Union Fire Ins.
(20) 800-3
Eclipse Mfg. v. U.S. Compliance(20) 150-2
 Hamilton v. Maryland Cas.(14) 170-10
 Hartford Acc. & Indem. v. Beaver
(19) 110-1, (19) 135-1
 Meridian Sec. Ins. v. Sadowski(18) 180-7
 Motorola v. Associated Indem.(16) 125-1
 National Union Fire Ins. v. U.S. Liquids
(17) 1850-1
 Nokia, Inc. v. Zurich Am. Ins.(19) 125-1
 Owners Ins. v. Salmonsens(18) 170-5
 Park Univ. Ent. v. American Cas.
(18) 105-3, (18) 1400-9
Qualcomm, Inc. v. Certain Underwriters
(20) 750-7
Record-A-Hit v. National Fire Ins.(20) 180-6
 Scottsdale Ins. v. Detco Ind.(18) 180-3
 South Carolina Munic. Ins. v. City of Myrtle
 Beach(18) 1800-3

Class Action (cont.)

United Fire & Cas. v. Hixson Bros.(19) 1000-7
 Upland Anesthesia v. The Doctors' Co.
(15) 1400-9

Cleanup Costs (See also

Contaminants; Hazardous Waste;

Pollution; Torts: Toxic).....Section 115

Augat v. Liberty Mut. Ins.(4) 520-1
 Avondale Ind. v. Travelers Indem.(3) 220-5
 Block v. Golden Eagle Ins.(17) 120-5
 Boeing v. Aetna Cas. & Sur.(3) 115-1
 Cincinnati Ins. v. Milliken & Co.(2) 115-19
 Compass Ins. v. Cravens, Dargan(2) 115-16
 Du-Wel Products v. U.S. Fire Ins.(3) 115-5
 FL Aerospace v. Aetna Cas. & Sur.(3) 220-3
 Foster-Gardner v. National Union(11) 115-1
 General Cas. v. Hills(10) 115-8
 Hazen Paper v. USF&G(3) 115-7
 In re KF Dairies(13) 115-2, (13) 120-2
 Interstate Power v. INA(12) 115-5, (12) 515-3
 Jones v. Farm Bur. Mut. Ins.(2) 115-19
 Kipin Ind. v. American Universal Ins.(2) 115-19
 Lane Elec. v. Federated Rural(6) 330-1
 Lick Mill Creek v. Chicago Title(4) 1950-2
 Minnesota Mining v. Travelers(3) 115-11
 Regent Ins. v. City of Manitowoc(10) 115-9
 Rybacki v. Allstate(16) 220-16
 State of N.J. v. Signo Trading Int'l.(3) 330-1

Coinurance

American Home Assur. v. Libbey-Owens-Ford
(1) 105-25, (1) 120-13, (1) 170-2, (1) 325-3
 Carley Capital v. Fireman's Fund(2) 205-1
 Great Am. Ins. v. Bar Club(9) 530-2
 Melson v. Prime Ins.(18) 950-7
 Royal Prop. Grp. v. Prime Ins.(18) 950-8
 Town of Stowe v. Stowe Theatre Guild
(19) 530-2
 Travelers Indem. v. Deguise(19) 530-1

Collapse

Allstate Texas Lloyds v. Mason
(16) 140-7, (16) 950-21
 Assurance Co. v. Wall & Assoc.(17) 950-11
 Bergeron v. State Farm(13) 950-10
 Buczek v. Continental Cas. Ins.(17) 950-1
 Campbell v. Norfolk & Dedham Mut.(9) 950-5
 Clendinning v. Worcester Ins.(11) 950-24
 Hathaway v. Cedarburg Mut. Ins.(6) 950-5
 Johnson Press v. Northern Ins.(15) 950-18
 Jordan v. Allstate Ins.(16) 950-28
 Julian v. Hartford Underwriters Ins.(17) 950-25
 Magnolia Mfg. of N.C. v. Erie Ins. Exch.
(19) 950-16
 Nationwide v. Bates(15) 950-26
 Nationwide v. Chillura(19) 950-42
 Panorama Village v. Allstate
(12) 950-19, (14) 410-1, (14) 950-4
 Passman v. State Farm Fire & Cas.(12) 950-13
 Southside River-Rail Terminal v. Crum & Forster
 Underwriters of Ohio.(16) 220-18, (16) 950-23
 Stamm Theaters v. Hartford(14) 950-2
 Washington Mut. Bank v. Commonwealth Ins.
(18) 950-26
 Zimmerman v. Harleysville Mut.(16) 140-1

Collateral Estoppel (See also

Estoppel; Waiver and Estoppel)

Allstate v. Kovar(18) 110-10
 American Family Mut. v. Savickas(13) 170-4
 American Hoist v. Employers(3) 750-9
American Home Assur. v. Pope(20) 1000-17
 Angstadt v. Atlantic Mut. Ins.(9) 515-5
 Associated Aviation Underwriters v. Woods
(18) 195-7
 D'Arata v. N.Y. Central Mut. Fire(3) 110-7

Collateral Estoppel (cont.)

Exotics Hawaii-Kona v. E.I. DuPont De Nemours
 & Co.(17) 180-1
 Hastings v. William H. Knott(10) 235-8
 INA v. Whitley(3) 180-7
 Kerns v. CSE Ins. Grp.(15) 135-8
 Liberty Mut. Ins. v. Metzler(4) 135-7
 Lincoln Prop. v. Travelers Indem.(18) 140-8
 Marston v. USF&G(5) 360-1
 McCaslin v. Underwood Machinery(5) 1700-1
 Meridian Ins. v. Zepeda(13) 110-9, (13) 180-4
 Metropolitan P&C Ins. v. Pittington(18) 110-3
 Producers Dairy v. Sentry Ins.(1) 235-13
 Safeco Ins. v. McGrath(1) 110-21
 United Fire v. Shelly Funeral Home
(14) 110-16, (14) 135-10, (14) 140-7
 USF&G v. Jiffy Cab(18) 700-5
 Vandenberg v. Superior Ct.(12) 180-2
 Wear v. Farmers Ins.(2) 145-5
 Wolverine Mut. v. Vance(15) 170-9
 Zurich Ins. v. Amcast Ind.(13) 530-3

Commercial Automobile Insurance

.....Section 1700

Dean v. State Farm(2) 525-9, (2) 750-13
 Genesis Ins. v. Wausau Ins.(16) 530-4
 National Union Fire Ins. v. Dixon
(17) 410-6, (17) 800-2
 Stealy v. Continental Western Ins.(2) 305-2
 Travelers Indem. v. Accurate Autobody
(16) 180-28

Competition (See Unfair Competition)

Completed Operations.....Section 360

Aetna Cas. & Sur. v. Merritt(5) 125-4
 Alaska Pacific v. Collins(3) 185-1, (3) 315-3
 American Family Mut. v. American Girl
(16) 165-11, (16) 310-11, (16) 315-1
 American Indem. v. Iron City Lumber.(15) 120-7
 Blake Ind. v. General Agents Ins.(13) 315-1
 Broadmoor Anderson v. National Union Fire Ins.
(18) 165-8, (18) 310-1
 Century Indem. v. Golden Hills Bldrs.(14) 315-4
 Century Surety v. Polisso(18) 140-1
 Cincinnati Ins. v. Mills(13) 305-1, (13) 315-3
 Commonwealth v. Russell Standard(2) 620-1
 Continental v. The Dam Bar(5) 230-2
 Diamond State Ins. v. Homestead Ind.(9) 700-4
 Erie Ins. v. Pioneer Home Improvement
(12) 315-3
 Evanston Ins. v. International Mfg.(2) 105-5
 Farmington Cas. v. Duggan(18) 165-11
 Fisher v. American Fam. ... (11) 315-2, (11) 410-3
 Generali v. Alexander(17) 120-1
 Houston Bldg. v. American Gen.(3) 315-7
 Lambe Realty v. Allstate(12) 625-2
 Lassiter Constr. v. American States(11) 315-4
 Liberty Mut. v. St. Paul(18) 615-3
 McGowan v. State Farm
(16) 150-3, (16) 165-2, (16) 315-4
 Mountain Fuel Supply v. Reliance Ins.(4) 615-2
 Opies Milk Haulers v. Twin City Fire Ins.
(2) 305-3
 Park-Ohio Ind. v. The Home(5) 220-9
 Pennsylvania DOT v. American States ... (4) 615-1
 Rando v. Top Notch Props.(17) 165-42
 Reliance Nat'l v. Hatfield(13) 320-1
 Rieder v. Cherokee Ins.(1) 330-1
 Ryder v. Jones(18) 210-1
 SawHorse v. Southern Guar. Ins.(17) 165-22
 Scottsdale Ins. v. Robertson(15) 700-4
 Shaver v. INA(5) 125-3
 Southern Guar. Ins. v. Jeffares(2) 1000-1
 Southern Guar. Ins. v. Nixon(3) 360-3
 Spears v. Smith dba Woodbury Bldrs.(11) 315-3
 S.T. Hudson Eng'rs v. Pennsylvania Nat'l Mut.
 Cas.(19) 255-1

Words & Phrases

Completed—Consumer

Completed Operations (cont.)

- Supreme Svcs. & Specialty v. Sonny Greer, Inc. (19) 315-1
- Travelers Ins. v. Ty Co. Serv. (3) 320-5
- TX. C.C., Inc. v. Wilson/Barnes Gen. Contractors* (20) 530-1
- Valmont Energy Steel v. Commercial Union (16) 320-5
- Vintage Contracting v. Dixie Bldg. Material (16) 315-1
- West Am. Ins. v. Tufco Floor (4) 220-3

Concealment or Fraud (See Fraud)

Concurrent Causation

- Alex R. Thomas & Co. v. Mutual Serv. Cas. (14) 950-23
- All Saints Catholic Church v. United Nat'l Ins.* (20) 950-14
- Allstate Ins. v. Watts (4) 210-7
- American Cas. v. Hartford Ins. (1) 255-7
- American Family Mut. v. Allied Mut. (10) 210-1
- American Family Mut. Ins. v. Co Fat Le (18) 180-11
- American Home v. Pope (16) 270-1
- Andray v. Elling (17) 950-27
- Auto-Owners Ins. v. Titan Indem. (6) 210-2
- Berry v. Commercial Union Ins. (9) 950-11
- Bohrer v. Church Mut. Ins. (11) 170-5
- Bowers v. Farmers Ins. Exch. (12) 950-14
- Builders Mut. Ins. v. North Main Const. (18) 210-3, (19) 210-5
- Burlington Ins. v. Mexican American (9) 225-2
- Centennial Ins. v. Hartford Acc. (5) 210-2
- Centermark Prop. v. Home Indem. (9) 210-2
- Citizens Prop. Ins. v. Ueberschaer* (20) 950-6
- City of Everett v. American Empire (6) 1000-3
- Conestoga Serv. v. Executive Risk Indem. (15) 1000-7
- Continental v. Arkwright Mut. Ins. (10) 950-4
- Continental v. City of Richmond (1) 1800-1
- Continental v. Highland Ins. (1) 235-14
- County of Kaua'i v. Scottsdale Ins. (12) 210-2
- Cranford Ins. v. Allwest Ins. (2) 255-1
- Curtis O. Griess & Sons v. Farm Bur. (8) 950-5
- Dynamic Cleaning v. First Fin. (6) 225-7
- Eide v. State Farm Fire & Cas. (8) 950-14
- EMCASCO Ins. v. American Int'l Specialty Lines Ins. (18) 210-6
- Employers Mut. v. St. Paul Ins. (17) 210-2
- Erie Ins. v. St. Stephen's (15) 110-4
- Fajardo Shopping v. Sun Alliance (11) 950-11
- Farrell Lines v. INA (1) 215-3
- Fiess v. State Farm Lloyds (17) 950-17
- First State Underwriters v. Travelers (2) 800-1
- Friar v. Trustees of Kirkwood Sports (10) 260-1
- Frontier Ins. v. Pinecrest Prep. Sch. (9) 210-3
- Front Row Theatre v. American Mfrs. (7) 950-2
- Green v. Penn-America Ins.* (20) 225-2
- Gregoire v. AFB Constr. (1) 255-7
- Grinnell Mut. v. Employers Mut. (6) 210-5
- Guaranty Nat'l v. North River (3) 255-7, (3) 700-6
- Hagen v. Aetna Cas. & Sur. (10) 210-2
- Hanover New England Ins. v. Smith (6) 950-11
- *Hartford Cas. v. Budget Rent-A-Car (6) 210-9
- Hercules Bumpers v. First State Ins. (2) 750-20
- Houser v. Gilbert (1) 1700-21
- Jussim v. Massachusetts Bay Ins. (5) 950-9
- Kalell v. Mutual Fire & Auto. Ins. (4) 210-5
- Kelly v. Lee's Old Fashioned Hamburgers (3) 230-1
- Kelly v. Painter (11) 230-1
- Krempf v. Unigard Sec. Ins. (6) 210-6
- Louis Marsch v. Pekin Ins. (1) 135-31, (1) 150-15, (1) 210-13
- Manuel v. Luckett (4) 210-6
- Medill v. Westport Ins. (19) 1850-1

Concurrent Causation (cont.)

- Northbrook P&C v. Transportation Joint Agmt. (12) 210-6, (13) 210-2
- Novell v. American Guar. & Liab. Ins. (12) 950-4
- Owens v. Prudential P&C Ins. (13) 210-1
- Pablo v. Moore (12) 210-7
- Pace Prop. v. American Mfrs. Mut. (9) 950-9
- Pakmark v. Liberty Mut. Ins. (10) 950-9
- Robert Hayman, Inc. v. Acme (10) 235-5
- St. Paul Mercury v. Chilton (5) 210-7, (5) 1000-11
- Salem v. Oliver (4) 195-2, (4) 210-2, (5) 210-1
- Sam v. Delta Downs (3) 260-1
- Schlueter v. Grinnell Mut. Reins. (9) 210-5
- Scottsdale Ins. v. Texas Sec. (12) 225-3
- Scottsdale Ins. v. Van Nguyen (4) 210-3
- Search EDP v. American Home (7) 1000-1
- Simonetti v. Selective Ins. (17) 950-5
- Southside River-Rail Terminal v. Crum & Forster Underwriters of Ohio. (16) 220-18, (16) 950-23
- State Farm v. Marchetti (12) 950-5
- State Farm v. Seefeld (5) 210-6
- State Farm v. Von Der Lieth (5) 950-1
- State of Cal. v. Underwriters at Lloyd's (19) 115-3, (19) 220-3
- Stevens v. Fireman's Fund (16) 210-1
- Toumayan v. State Farm (11) 950-13
- Transamerica Ins. v. Farmers Ins. (3) 525-8
- Transamerica Ins. v. South (5) 1000-10
- USAA v. Dare (17) 180-10, (17) 210-3
- *USF&G v. Citizens Ins. (6) 210-8
- USF&G v. State Farm (2) 210-1
- Vang v. Vang (6) 210-3
- Vanguard Ins. v. Clarke (4) 210-1
- Vanguard Ins. v. Melinda Clarke (3) 210-1
- Village Inn Apts. v. State Farm (3) 950-8
- Western Nat'l Mut. v. University of N.D. (14) 950-24
- Westmoreland v. Lumbermens Mut. (11) 210-2
- Williams v. Galliano (6) 210-1
- Worcester Mut. Ins. v. Marnell (4) 210-3
- Wright v. American States Ins. (14) 210-1

Condemnation

- First Am. Title v. Prata (3) 1950-1
- South Carolina Munic. Ins. v. City of Myrtle Beach (18) 1800-3
- Wolff v. Grant Cty. Bd. of Adjustment (12) 1800-3

Condition Precedent

- Drake Fishing v. Clarendon American (11) 950-8
- Hartford v. Sheffield (14) 515-4
- PAJ, Inc. v. Hanover Ins.* (20) 515-3
- Pervis v. State Farm Fire & Cas. (3) 950-11

Conditions 500 Tab

Condominium Policy

- Kelly, Messick, Schoenleber & Miller v. Atlantic Mut. Ins. (2) 105-11, (2) 1100-1

Conflict of Interest Section 145

- Aquino v. State Farm (14) 410-5
- Bell Lavalin v. Simcoe & Erie Gen. (8) 150-3
- Berkeley v. Home Ins. (8) 1000-7
- Certain Underwriters v. Boeing Co.* (20) 180-9
- Fireman's Fund v. Waste (1) 145-1, (1) 160-1
- Gibraltar Cas. v. Sargent & Lundy (4) 135-4
- Illinois Farmers Ins. v. Schmuckler (12) 530-1
- In re Estate of Corriea (12) 1000-6
- Insurance Co. of Ill. v. Federal Kemper (11) 150-3
- Insurance of the St. v. Protective (5) 150-1
- J.E.M. v. Fidelity & Cas. (9) 160-1
- Johnson v. Continental Cas. (3) 160-2
- Littlefield v. McGuffey (5) 135-10, (5) 400-1

Conflict of Interest (cont.)

- Nandorf v. CNA Ins. (1) 145-1, (1) 160-3
- Northern Ins. v. Allied Mut. Ins. (5) 135-5
- Northland Ins. v. Heck's (1) 145-5, (1) 305-8
- North Pacific Ins. v. Wilson's Distrib. (8) 180-7
- Orion Ins. v. General Electric (1) 760-2
- Quorum Health Resources v. Maverick Cty. Hosp. (15) 135-12
- Research Note (5) 150-4
- Royal Ins. v. Process Design Assoc. (4) 150-4
- Sands v. CIGNA Prop. & Cas. Ins. (9) 135-17
- Shaya B. Pacific, LLC v. Wilson, Elser, Moskowitz, Edelman & Dicker (19) 515-9
- State Farm Lloyds v. Williams (3) 150-6
- Steen v. Underwriters at Lloyds (2) 520-3
- Transcontinental Ins. v. Manta (12) 150-1
- Underwriters at Lloyd's v. Gilbert Texas Const.* (20) 150-1, (20) 310-1

Consent Judgment

- Auto-Owners Ins. v. Ennulat* (20) 170-10
- Egger v. Gulf Ins. (19) 520-1
- Fletcher v. Anderson (12) 140-19
- Holloway v. Republic Indem. (19) 195-3
- Smith v. Progressive Cas. (14) 520-2
- Twin City Fire Ins. v. Ohio Cas. Ins.* (20) 520-3
- U.S. Aviation Underwriters v. Olympia (3) 160-1

Consequential Damages (See also Damages)

- Aetna Cas. & Sur. v. Monsanto (1) 325-3
- Federated Mut. v. Concrete Units (1) 120-14
- General Acc. Ins. v. American Nat'l (11) 315-5
- Gulf Fleet Marine v. Wartsila Pwr. (1) 360-24
- Hartford v. Pacific Mut. (2) 120-11, (2) 315-9
- Leverence v. USF&G (3) 220-12, (3) 255-8, (3) 315-5, (3) 515-7
- Marley Orchard v. Travelers Indem. (2) 320-4
- Meng v. Bituminous Cas. (1) 135-28, (1) 320-12
- Rivnor Prop. v. Herbert O'Donnell (7) 315-1
- Schwindt v. Underwriters at Lloyd's (9) 315-2
- Spencer Press v. Utica Mut. Ins. (10) 320-2
- Trio's v. Jones Sign (3) 320-1
- Vari Bldrs. v. USF&G (2) 315-3
- Western World Ins. v. H.D. Eng. (2) 315-7
- Woodfin Equities v. Harford Mut. Ins. (9) 120-2, (9) 320-1, (9) 515-3

Consortium

- Crum v. Johnson (14) 105-11
- McMahon v. Caravan Refrigerated (4) 850-9
- Peckham v. Continental Cas. Ins. (3) 140-1
- Pinheiro v. Medical Malpractice JUA (3) 700-2
- Santos v. Lumbermens Mut. Cas. (3) 700-7
- Shepard v. State Farm Mut. Auto. Ins. (2) 700-7
- Tomlinson v. Skolnik (2) 700-6
- Whitney v. Nationwide Mut. Ins. (3) 700-3

Conspiracy

- Angelina v. Pattonville (1) 110-17, (1) 1400-10
- Brooklyn Law Sch. v. Aetna Cas. (2) 1400-1
- Fire Ins. v. Bentley (11) 110-1, (11) 1400-9
- Illinois Farmers Ins. v. Preston (2) 110-4

Construction Cases: Performance, Work, or Product Section 315

Constructive Notice (See Notice: Constructive)

Consumer Fraud (See Fraud)

Contaminants/Contamination (*See also* Cleanup Costs; Hazardous Waste; Lead; Manganese; Mold; Pollution; Torts: Toxic)

- Bold Corp. v. National Union Fire(8) 950–11
- Cantrell v. Farm Bur. Town & Ctry.(7) 950–4
- Crabtree v. Hayes-Dockside(6) 220–7
- Ducote v. Koch Pipeline LP(12) 220–3
- Duensing v. Travelers Ins.(6) 950–8
- Federal Ins. v. Hartford Steam Boiler(18) 950–1
- Feinberg v. Commercial Union Ins.(14) 220–10
- General Acc. v. State of N.J. .(8) 115–3, (8) 135–1
- General Mills, Inc. v. Gold Medal Ins. Co.(14) 950–1
- Guenther v. City of Onalaska(12) 220–4
- Hallman v. Allstate Ins.(16) 110–8
- Hartory v. State Auto. Mut. Ins.(3) 950–7
- In re Hub Recycling(3) 220–1
- Keystone Consol. v. Employers Ins. Co. of Wausau(19) 170–11
- Lakeside v. Hanover Ins.(12) 1400–16
- Leprino Foods v. Factory Ins.(19) 950–3
- Medical Mut. Liab. Ins. Soc’y v. Goldstein(18) 190–1, (18) 850–1
- Richland Valley v. St. Paul(9) 950–10
- Sensient Colors v. Allstate Ins.(19) 180–4
- Unigard v. Murphy Oil(12) 105–7, (12) 120–2

Contests ExclusionSection 260

Contract (*See* Insured Contract)

Contractors as Additional InsuredsSection 615

Contractual:

- Exclusion**Section 310
- Indemnity**
- American Cas. v. Hotel & Rest.(10) 1000–7
- Caza Drilling v. Teg Oil & Gas(19) 530–6
- Container Corp. v. Maryland Cas.(12) 615–1
- Lennar Corp. v. Auto-Owners Ins.*(20) 165–4, (20) 615–9
- Merchants Mut. Ins. v. Loughton Homes(18) 235–5
- Micelotti v. Karno(2) 310–3
- Pearson Services v. INA Ins.(5) 235–1
- Regent Ins. v. Estes(10) 615–15
- Rouse-Miami v. Bentley’s Luggage(19) 615–22
- Ryder Integrated Logistics v. BellSouth Telecom.(19) 610–1
- Westchester Fire v. Haspel-Kansas Inv.(16) 530–2
- White Mtn. Constr. v. Transamerica(7) 135–2

Liability Coverage

- Acuity v. Burd & Smith Constr.(19) 165–15
- Aetna Cml. Ins. v. American Sign(10) 235–3
- Alaska Nat’l Ins. v. Industrial Indem.(2) 530–3
- Barton Protective Svcs. v. Coverx(6) 615–3
- Bituminous Cas. v. Sheets(3) 305–1
- Hampton v. Rubicon Chemicals(4) 700–3
- Johnson v. State Farm(16) 110–14
- Massey v. Century Ready Mix(3) 210–2
- Pace Constr. v. USF&G(4) 105–2
- Standard Constr. v. Maryland Cas.(16) 315–2

ContributionSection 530

- Aetna Cas. v. Beautiful Signs(1) 235–9
- American Home v. St. Paul(2) 525–15
- American Int’l Specialty Lines Ins. v. Continental Cas. Ins.(19) 515–1, (19) 1000–8
- Andrew L. Youngquist, Inc. v. Cincinnati Ins.(13) 525–9, (13) 615–8
- Argonaut Ins. v. Safway Steel Prod.(17) 180–3, (17) 530–1

Contribution (cont.)

- B&T Masonry v. Public Serv. Mut. Ins.(17) 165–24
- Bituminous v. Royal(11) 525–8, (11) 615–30
- CDM Investors v. Travelers Cas.(18) 135–10, (18) 220–9
- CPT Corp. v. St. Paul Fire & Marine(7) 525–1
- Dakota Fire Ins. v. Hartford Fire Ins.(10) 1700–6
- Emerald Bay Comm. Ass’n v. Golden Eagle Ins.(17) 525–6
- Great Central Ins. v. Wascomat(5) 235–2
- Great West Cas. v. Canal Ins.(3) 1700–9
- Holyoke Mut. Ins. v. Cherokee Ins.(3) 525–3
- Home Ins. v. Cincinnati Ins.(16) 525–6, (16) 750–1
- Johnson v. Farm Bur. Mut. Ins.(8) 140–2
- Lenny Szarek, Inc. v. Maryland Cas.(17) 1200–3
- Liberty Mut. v. American Home Assur.(19) 615–25
- Liberty Mut. v. Westfield(11) 525–7, (11) 615–29
- Maxwell Com. v. Webb Pub.(7) 850–4
- Midland Ins. v. Bell Fuels(2) 235–2
- National Union Fire Ins. v. Kasler(3) 235–3
- Norberg v. Centex Homes(6) 850–4
- North Am. Spec. v. Liberty(11) 525–9
- North Am. Spec. v. Selective Ins.(17) 525–1
- Peerless Ins. v. Hartford Ins.(12) 1200–1
- Reliance Ins. v. Giannini(2) 235–1, (2) 1300–1
- Riccobono v. Seven Star(12) 410–4, (12) 525–7
- Schal Bovis, Inc. v. Casualty Ins.(13) 525–2, (13) 615–4, (13) 750–4
- State Farm v. Atlantic Mut. Ins.(9) 525–2
- Virginia Sur. v. Northern Ins.(18) 165–2

Conversion

- Alert Centre v. Alarm Protection Svcs.(5) 110–7
- American Chem. Society v. Leadscope(17) 1850–7
- Christensen v. Milbank Ins.(15) 1700–5
- Employers Fire v. Western Guar.(9) 120–4
- Holman v. Transamerica Ins.(6) 305–2
- In re Liquidation of Excalibur Ins.(7) 110–8
- Massachusetts v. Vic.(11) 105–1, (11) 1600–1
- North Iowa v. Allied(4) 140–11, (4) 170–1
- Reisig v. Union Ins.(7) 110–9

Cooperation: Insured’s DutiesSection 515

Copyright/Trademark & Patent Infringement/Plagiarism (*See also*

- Defamation; Libel/Slander;
- Disparagement)
- Advance Watch v. Kemper Nat’l(9) 1400–14
- Amazon.com Int’l v. American Dynasty Surplus Lines(16) 1400–19
- American Int’l Specialty Lines Ins. v. Continental Cas. Ins.(19) 515–1, (19) 1000–8
- Auto Sox USA v. Zurich N.A.(16) 1400–17
- Bear Wolf, Inc. v. Hartford Ins.(14) 1400–26
- B.H. Smith, Inc. v. Zurich Ins.(9) 1400–1
- CAT Internet Svcs. v. Providence Wash. Ins.(15) 1400–11
- Century 21 v. Diamond State Ins.(18) 1400–12
- Citizens Ins. v. Pro Seal Serv. Grp.(18) 1400–2, (19) 1400–7
- Doron Precision Sys. v. USF&G(11) 1400–3
- Elan Pharm. v. Employers Ins.(11) 1400–4
- El-Com Hardware v. Fireman’s Fund.(14) 1400–9
- Feed Store v. Reliance Ins.(3) 1400–6
- Fireman’s Fund v. Bradley Corp.(15) 410–5, (15) 515–5, (15) 1400–19
- Fluoroware v. Chubb Grp.(9) 1400–12
- Graber v. State Farm(3) 120–5
- Greenwich Ins. v. RPS Products*(20) 1400–10
- GRE Ins. Grp. v. Complete Music(14) 1400–27
- Herman Miller, Inc. v. Travelers(11) 1400–15
- Home Ins. v. National Union Fire Ins.(15) 135–16

Copyright/Trademark (cont.)

- Houbrigant, Inc. v. Federal Ins.(17) 1400–2
- Hyman v. Nationwide Mut.(15) 1400–12
- James 3 Corp. v. Truck Ins.(14) 135–1, (14) 145–2
- Jim Black & Assocs. v. Transcontinental Ins.(19) 175–1
- Julian v. Liberty Mut. Ins.(9) 1400–1
- King Constr. v. Continental Western Ins.(16) 1400–2
- Konami Inc. v. Hartford Ins.(14) 1400–23
- Met-Coil Sys. v. Columbia Cas.(8) 515–6
- Midiman v. Farmers Ins.(12) 145–2
- Native Am. Arts v. Hartford Cas.(18) 1400–4
- Palmer v. Truck Ins. Exch.(12) 1400–1
- Parameter v. Mass. Bay(7) 1400–13
- Phoenix v. INA(3) 110–11, (3) 1400–8
- Platinum Tech. v. Federal Ins.(14) 170–9, (14) 400–3
- Ralph v. Pipkin(17) 1400–16
- Sentry Ins. v. R.J. Weber(6) 1400–7
- ShoLodge v. Travelers Indem.(12) 1400–11
- Simply Fresh Fruit v. Continental(9) 1400–13
- Sport Supply Group v. Columbia Cas.(16) 1400–4
- Superformance Int’l v. Hartford Cas.(15) 1400–15
- Transcontinental Ins. v. Jim Black & Assoc.(17) 1400–6
- Union Ins. v. Land & Sky(8) 1400–1
- United Nat’l Ins. v. SST Fitness(13) 1400–15
- U.S. Test v. NDE Envtl.(12) 1400–4
- Weiss v. St. Paul Fire(14) 1400–24
- Zurich Ins. v. Killer Music(7) 1400–1

Corporate Liability

- Pennbank v. St. Paul Fire & Marine Ins.(2) 105–10, (2) 130–2, (2) 145–3

Corporation:

- Emerson Elec. v. Aetna Cas.(9) 605–4
- Miller v. Marrocco(2) 605–2
- Security Ins. v. Kevin Tucker(8) 605–3
- Shelby Ins. v. Ford(8) 605–1
- Travelers Ins. v. Western Fire Ins.(1) 170–2

Nonprofit

- Cormier v. Travelers(6) 230–1
- Fraternal Order v. General Acc.(3) 230–2
- Grain Dealers Mut. Ins. v. Lower(5) 230–6
- McGriff v. U.S. Fire Ins.(2) 230–1
- Sprangers v. Greatway Ins.(7) 230–1
- USF&G v. Country Club(9) 150–5, (9) 230–1

Corrosion

- Bettigole v. American Employers(3) 950–14
- Central v. Westinghouse(3) 950–15, (4) 950–12
- General Acc. Ins. v. Unity/Waterford-Fair Oaks(14) 950–29
- Libbey-Owens-Ford v. INA(7) 950–1
- Rorer Grp. v. INA(8) 950–7
- S.W. Energy v. Continental Ins.(12) 950–9

Counterfeit Documents

- National City Bank v. St. Paul(3) 1900–1
- State Bank v. Kansas Bankers Sur.(15) 1900–8

Covenant Not To Execute

- Alyas v. John Gillard(3) 520–1
- Buysse v. Baumann-Furrie & Co.(3) 145–1, (3) 520–1, (5) 145–3, (5) 520–2
- Consolidated Am. Ins. v. Mike Soper Marine Svcs.(5) 140–4, (5) 215–1
- Glenn v. Fleming(3) 140–16, (3) 400–1
- Lida Mfg. v. U.S. Fire Ins.(8) 170–2

Coverage:

- Grant** 100 Tab
- Trigger** (*See* Trigger of Coverage)

Covered Claim (*See* Claims: Covered)

Words & Phrases

Credit—Diminution

Credit Agreements

Suburban Nat'l v. Transamerica.....(2) 1900–3

Criminal Acts Exclusion ..Section 270

Cubic Corp. v. INA.....(7) 1400–15
Littlefield v. Acadia Ins.....(17) 225–1
Nabozny v. Pioneer State...(12) 110–1, (12) 270–1
Princeton Ins. v. Chunmuang.....(10) 1000–6
Todd v. Missouri United Sch. Ins.....(18) 175–2
Tualation Valley Housing Partners v. Truck Ins. Exch.....(19) 950–12

D&O Policy (See Directors and Officers Liability Insurance)

Damages: (See also Consequential

Damages; Punitive Damages)

Aetna v. Commonwealth of Ky.....(18) 115–1, (18) 195–4
Aetna v. Pintlar Corp.....(5) 115–10
Anderson Dev. v. Travelers Indem.....(8) 330–1
Bausch & Lomb v. Utica Mut. Ins.....(6) 115–3
Block v. Golden Eagle Ins.....(17) 120–5
CDM Investors v. Travelers Cas.....(18) 135–10, (18) 220–9
Central Ill. Light v. Home Ins.....(17) 115–1
Century Surety v. Polisso.....(18) 135–6
Certain Underwriters v. Superior Ct.....(13) 115–3
City of Kirtland v. Western World Ins.....(2) 410–7
Coakley v. Maine Bonding & Cas.....(6) 115–2
Construction Protective Serv. v. TIG Specialty.....(14) 135–2
Data Specialties v. Transcontinental.....(10) 170–5
Farmland Ind. v. Republic Ins.....(9) 115–4
Ferrell v. Fireman's Fund Ins.....(10) 700–1
General Acc. Ins. v. State of N.J.....(9) 115–1
General Cas. v. Hills.....(10) 115–8
General Star Indem. v. Lake Bluff Sch. Dist.....(17) 1000–2
Golf v. Henderson.....(20) 1000–5
Grefer v. Travelers.....(18) 115–2, (18) 170–1, (18) 220–1, (18) 305–1
Grisham v. Commercial Union Ins.....(5) 115–9
GTE v. Allendale Mut.....(16) 950–45, (16) 999–1
Hartford Acc. v. Dana Corp.....(11) 115–3
Independent Petrochemical v. Aetna.....(5) 115–5
Interstate Gourmet Coffee v. Seaco Ins.....(16) 950–11
Kearns v. Interlex Ins.....(20) 1000–19
Kroschel v. City of Afton.....(8) 135–4
Limelight Prod. v. Limelite Studios.....(8) 1400–17
Maryland Cas. v. Armcoc.....(2) 115–1
McDonough v. Liberty Mut. Ins.....(9) 135–18
National Pub'g v. Hartford Fire Ins.....(18) 950–20
New Life Brokerage v. Cal-Surance Assoc.....(16) 1000–4
116 Commonwealth v. Aetna Cas.....(13) 1850–7
Page Wellcome Prof. v. Home Ins.....(4) 1000–7
Regent Ins. v. City of Manitowoc.....(10) 115–9
St. Paul v. Pioneer Area Voc.....(6) 1800–3
Sprague v. California Pac. Bankers.....(16) 1000–7
Strnad v. North River Ins.....(9) 115–2
Sullivan Cty., Tenn. v. Home Indem.....(4) 410–1
Swank Ent. v. All Purpose Svcs.....(19) 615–26
Thibodaux v. Arthur Rutenberg Homes.....(18) 165–4
Vigilant Ins. v. Bear Stearns Cos.....(19) 1000–14
Weber v. St. Paul Fire & Marine Ins.....(6) 180–5
Wisconsin Power v. Century Indem.....(10) 115–14

Mitigation of

Chang v. Brethren Mut. Ins.....(19) 410–8, (19) 950–14
E.I. DuPont & Co. v. Allstate Ins.....(10) 330–2
Gelman Sciences v. Fireman's Fund.....(3) 170–4
General Mfg. v. CNA Lloyd's.....(4) 320–3
Gibbs M. Smith, Inc. v. USF&G.....(10) 310–1, (10) 530–4

Damages:

Mitigation of (cont.)

Hakim v. Massachusetts Insurers.....(10) 330–3
Schlosser Co. v. INA.....(6) 170–1
Upjohn v. N.H. Ins.....(3) 115–4, (3) 950–7

Declaratory Judgments &

Procedure.....Section 180

Associated Aviation Underwriters v. Woods.....(18) 520–1
Bankers Trust v. Old Republic Ins.....(5) 180–6
Citizens Ins. v. Leidecker.....(12) 125–2
General Star Indem. v. Boran Craig Barber Engel Constr.....(18) 615–2
Illinois Founders Ins. v. Smith.....(5) 110–4
Kelly v. Iowa Mut. Ins.....(13) 160–4, (13) 170–8
Lewis v. Allstate Ins.....(12) 110–2
Northland Ins. v. Boise's Best Autos.....(11) 410–4
Olympic Steamship v. Centennial Ins.....(4) 410–2
Pekin Ins. Co. v. Beau.....(20) 615–8
St. Paul Ins. v. Bischoff.....(1) 180–1, (1) 360–22
Security Ins. (Hartford) v. Schipporeit.....(8) 515–7
State Farm v. Sigman.....(7) 410–1

Deductible

Air Liquide v. Continental.....(13) 525–6, (13) 760–1
American Home v. Hermann's.....(3) 140–6
Arkansas Power v. Hartford Steam Boiler.....(14) 950–17
Atlas Underwriters v. Meredith-Burda.....(1) 170–3
Capitol Indem. v. Miles.....(5) 170–6
Cargill v. Commercial Union Ins.....(3) 525–3
Casualty Ins. v. Town & Country.....(1) 140–10
City of Idaho Falls v. Home Indem.....(8) 700–1
Clemtex v. Southeastern Fid. Ins.....(2) 115–5
Commercial Union Ins. v. Sepco.....(2) 410–8
Commercial Union Ins. v. Wallbrook.....(8) 800–1
Continental Cas. v. Campbell Design.....(8) 605–4
General Star Indem. v. W. Florida Vill. Inn.....(16) 950–44
Guttman Oil v. PA Ins. Guar.....(7) 700–2
Hendrix v. City of New Orleans.....(3) 760–5
Iowa Ins. v. Canadian.....(1) 700–2, (1) 750–18
James Lansing v. Nat'l Union.....(2) 525–7, (2) 700–1
Lee v. New England Ins.....(4) 1000–9
Lightowler v. Continental Ins.....(13) 1000–7
North Am. Van Lines v. Lexington.....(9) 140–3
Orion Ins. v. General Elec.....(1) 760–2
St. Paul v. Edge Mem.....(5) 170–4, (5) 190–14
Sias v. Weiner's Stores.....(12) 170–3
Tadlock Painting v. Maryland Cas.....(9) 140–1
Unigard Ins. v. USF&G.....(2) 105–9, (2) 410–4
Vargas v. Hudson Cty. Bd.....(5) 1400–3
Ventulett v. Maine Ins. Guar. Ass'n.....(3) 1200–1
Washington v. Twin City.....(2) 190–4, (2) 525–7

Defamation (See also Libel/Slander;

Disparagement)

American Alliance v. 1212 Rest.....(15) 1400–10
American Continental Ins. v. Pooya.....(8) 1000–12
Andreou & Casson, Ltd. v. Liberty Ins.....(20) 1000–4
Barnett v. Fireman's Fund.....(14) 605–2, (14) 1400–16
Brooklyn Law Sch. v. Aetna Cas.....(2) 1400–1
Butts v. Royal Vendors.....(11) 1400–10
Cincinnati Ins. v. Eastern Atlantic Ins.....(14) 1400–18
City of Bozeman v. AIU Ins.....(7) 135–1
Clinical Research Inst. v. Kemper Ins.....(16) 235–2, (16) 1400–14
Fieldcrest Cannon v. Fireman's Fund Ins.....(9) 125–1, (9) 235–3, (9) 800–1, (9) 1400–10
Fuisz v. Selective Ins.....(8) 1400–10

Defamation (cont.)

Golden Eagle Ins. v. Rocky Cola Café.....(14) 1400–14
Gould & Ratner v. Vigilant Ins.....(15) 255–1
Guaranty v. Int'l Ins.....(7) 1400–9, (7) 1800–1
Harold Schwartz v. Continental.....(1) 135–23
Hurst-Rosche v. Commercial Union.....(7) 255–1
Marleau v. Truck Ins. Exch.....(14) 1400–30
Meadowbrook v. Tower.....(10) 135–1, (10) 235–1
Moroni Feed v. Mutual Serv. Cas.....(14) 235–4
New Hampshire Ins. v. Florida Orth.....(2) 235–9
Nichols v. American Employers Ins.....(2) 1400–3
Owners Ins. v. Clayton.....(17) 1400–17
Parish v. Church Ins.....(11) 235–5, (11) 1400–20
Reliance Ins. v. Shenandoah South.....(9) 1400–12
St. Paul v. Duke Univ.....(2) 130–1, (2) 235–2
St. Paul v. Landau, Omahana & Kopka.....(6) 1400–4
St. Paul v. Naples Cmty. Hosp.....(5) 1400–10
SC State v. Prince.....(4) 1800–1
State ex rel. Ripley Cty. v. Garrett.....(13) 150–6
Talen v. Employers Mut. Cas.....(18) 605–11
Tews Fun. v. Ohio Cas.....(2) 145–2, (2) 1400–7
Town of Massena v. Healthcare Underwriters.....(15) 1000–3, (15) 1400–3
Travelers Indem. v. United Food.....(13) 1400–10
Treadway v. Vaughn.....(7) 1400–16
Valassis Com. v. Aetna Cas.....(9) 1850–3
Waffle House v. Travelers Indem.....(16) 235–1, (16) 800–1
West Bend Mut. Ins. v. Rosemont Expo. Serv.....(20) 235–5

Default Judgment

Apalucci v. Agora Synd.....(11) 520–4
Mutual Ins. v. Bodnar.....(3) 150–5
Northbrook Indem. v. Westgate, Ltd.....(12) 180–3
Professional Marine v. Underwriters at Lloyd's.....(16) 180–23
Wittner v. The Bar Plan.....(12) 190–1

Defective Construction (See also

Section 165)

American Family Mut. v. W.H. McNaughton Bldrs.....(18) 145–8
Andray v. Elling.....(17) 950–27
Auto Owners Ins. v. Carl Brazell Bldrs.....(16) 120–3
Bainbridge, Inc. v. Travelers.....(19) 135–4
El Rincon Supportive Svcs. v. First Nonprofit Mut. Ins.....(16) 950–43
Gorham Co. v. First Fin. Ins.....(18) 540–1
J.E. Jones Constr. v. Chubb & Sons.....(19) 110–7
Kajima Constr. Svcs. v. St. Paul Fire & Marine.....(19) 750–1
Lamar Homes v. Mid-Continent Cas.....(20) 140–1
Phillips v. USAA.....(16) 950–30
Southern Guar. Ins. v. Dowse.....(17) 150–2
State Farm v. English Cove Ass'n.....(16) 165–14, (16) 330–1
Travelers v. Century Sur.....(16) 170–13

Depreciation

Boston Old Colony Ins. v. Tiner Assoc.....(14) 305–1, (14) 950–32
Redcorn v. State Farm.....(14) 950–33

Diminution in Value

Auto Owners Ins. v. Carl Brazell Bldrs.....(16) 120–3
Bear Fritz Land v. Kachemak Bay.....(9) 1950–1
Golden Eagle Ins. v. Cen-Fed, Ltd.....(19) 410–10, (19) 1400–8
Milgard Mfg. v. Continental Ins.....(2) 320–10
New Hampshire Ins. v. Vieira.....(4) 120–3
Scottsdale Ins. v. Ratliff.....(9) 105–4, (9) 120–10
State Farm v. Superior Ct.....(3) 950–5

Directors and Officers Liability**Insurance**Section 1850

- AT&T Corp. v. Faraday Capital(19) 190-1
 Danis v. Great Am. Ins.(17) 220-3, (17) 1850-3
 Emerald Bay Comm. Ass'n v. Golden Eagle Ins.
(17) 525-6
 FDIC v. American Cas.(8) 190-4
 FDIC v. Mijalis(7) 190-1
 FDIC v. St. Paul Fire & Marine Ins.(6) 190-3
 Gon v. First State Ins.(2) 175-4
 Little v. MGIC Indem.(2) 175-1
 MGIC Indem. v. Central Bank(2) 515-6
 National Union Fire Ins. v. Continental ..(2) 700-2
 National Union Fire Ins. v. Seafirst.....(2) 270-1
 North River Ins. v. Huff.....(1) 105-26
 Okada v. MGIC Indem.(1) 135-25
 Pepsico v. Continental Cas.(2) 175-1
 Polychron v. Crum & Forster Ins.(3) 190-8
 Prodigy Commc'ns v. Agricultural Excess &
 Surplus Ins.(18) 515-7
 Stauth v. National Union Fire Ins.(13) 410-1
 Winkler v. National Union Fire Ins.(4) 190-5

Discharge (*See* Retaliatory Discharge;
Wrongful Termination)**Discrimination:**

- BLAST Intermediate v. CNA Ins.(9) 1800-3
 City of Santa Rosa v. Twin City Fire Ins.
(19) 1800-1
 Coleman v. School Bd. of Richland Parish
(18) 1000-1
 Contoocook Valley Sch. v. Graphic Arts Mut.
(15) 1800-1
 Federal Ins. v. Stroh.....(10) 195-1, (10) 1400-1
 Fieldcrest Cannon v. Fireman's Fund Ins.
(9) 125-1, (9) 235-3, (9) 800-1, (9) 1400-10
 Intermountain Gas v. Industrial Indem.(7) 135-4
 Jostens v. CNA(2) 105-2, (2) 170-1, (2) 400-1
 Knapp v. Eagle Prop. Mgmt.(8) 125-2
 Larson v. Continental Cas.(1) 1400-9
 Lime Tree Vill. v. State Farm(5) 110-22
 Missouri v. Petrolite(9) 850-3, (9) 1400-17
 Modern Develop. v. Navigators Ins.(16) 105-1
 National Ben Franklin Ins. v. Harris
(2) 110-12, (2) 125-1, (2) 235-3
 National Union v. City Leeds(2) 1400-10
 New England v. Liberty.....(9) 120-7, (9) 135-14
 Pinckney Cmty. Sch. v. Continental(8) 190-6
 Powell v. Alemaz, Inc.(13) 1400-2
 Public Serv. v. Continental Cas.(7) 110-12
 Ranger Ins. v. Bal Harbour Club(2) 1400-4
 Reliable Springs v. St. Paul(2) 1400-11
 Steve Spicer Motors v. Federated Mut.(2) 125-3
 Topeka Tent v. Glen Falls....(2) 205-3, (2) 1400-6
 U.S. Fire Ins. v. St. Paul Fire(2) 1400-2
 University of Ill. v. Continental Cas.(5) 515-3
 Village Mgmt. v. Hartford .(2) 135-11, (2) 1400-6
 Western Cas. v. Western World Ins.(1) 525-2
 Winters v. Transamer.(12) 140-12, (12) 1400-10

Age

- American Motorists Ins. v. L-C-A.....(11) 235-3
 Andover Newton v. Continental Cas.
(3) 110-7, (4) 110-1, (4) 1800-3, (5) 195-13
 Independent Sch. Dist. v. St. Paul(7) 1800-2
 North Bank v. Cincinnati
(10) 105-16, (10) 1400-6
 Sage v. INA(6) 110-5
 SL Ind. v. American Motor....(4) 125-1, (4) 170-1

Employment

- EEOC v. Southern Pub.(3) 125-1, (3) 1400-3

Racial

- Fidelity & Guar. v. City of Kenner.....(3) 235-2
 Great Am. Ins. v. Hartford Ins.(6) 1400-11
 Industrial Indem. v. Pacific Maritime.....(3) 110-2
 Maryland v. Employers(3) 115-7, (3) 1400-1
 Rideout v. Crum & Forster Cml. Ins.(7) 110-1

Discrimination:**Racial (cont.)**

- School Dist. v. Continental..(3) 310-4, (3) 1800-5
 Bernstein v. North East Ins.(7) 1400-8
 Clinton v. Aetna Life & Sur.....(4) 1400-8
 Monsler v. Cincinnati Cas.(5) 1000-1
Sexual (*See also* Assault, Sexual;
 Harassment, Sexual)
 Continental v. Anne Arundel.(2) 205-3, (2) 310-3
 Dobbs v. State Farm(15) 800-1
 Olympic Club v. Lloyd's(6) 1850-1
 Ottumwa v. State Farm....(6) 235-16, (6) 1400-10
 Roman Mosaic v. Aetna Cas.(10) 1400-7

Dishonest Acts (*See* Acts: Dishonest)**Disparagement** (*See also* Libel/
Slander; Defamation)

- Aetna Cas. v. Centennial Ins.(2) 1400-11
 American Home v. United Space Alliance
(17) 410-3, (17) 1400-9
 Atlantic Mut. v. J. Lamb, Inc.
(15) 530-4, (15) 1400-1
 Bankwest v. Fidelity & Dep.(8) 1400-7
 Boston Sym. v. Commercial Union....(2) 1400-16
 City of Cape May v. St. Paul(2) 1400-5
 COMSAT v. St. Paul Fire(13) 1400-7
 Cort v. St. Paul(15) 1400-7
 Federal v. Cablevision(1) 110-17, (1) 1400-12
 Freightquote.com, Inc. v. Hartford Cas. Ins.
(17) 1400-15
 Fun Spree Vacations v. Orion Ins.(8) 1400-6
 Hawaiian Ins. & Guar. v. Blair(2) 1400-1
 Lamar Advertising v. Continental Cas.
(17) 120-9, (17) 1400-18
 Liberty Life v. Commercial Union.....(2) 1400-12
 Mains v. State Auto. Mut. Ins.(11) 1400-19
 McCormack Baron v. American.....(11) 1400-16
 Pekin Ins. v. Phelan(16) 1400-6
 Propis v. Fireman's Fund Ins.(1) 1400-12
 Select Des. v. Union Mut.(9) 110-1, (9) 1400-7
 State Farm v. Martinez(12) 1400-12
 Thompson v. Maryland Cas.(16) 1400-20
 Towne Realty v. Zurich(8) 135-3, (8) 1400-5
 Western Commerce Bank v. Reliance ..(2) 1400-8

Drop Down (*See also* Primary/Excess;
Umbrella)

- American States Ins. v. Maryland Cas.(6) 800-6
 Bonin v. Cournoyer-Buick-Pontiac-GMC
(18) 800-2
 Commercial Union v. Wallbrook.....(8) 800-1
 Dalton's Best Maid v. Houston.....(6) 800-5
 Domtar, Inc. v. Niagara Fire Ins.(16) 170-10
 Federal Ins. v. Srivastava.....(7) 800-7
 Grace v. INA(10) 750-4
 Hoffman Constr. v. Fred S. James.....(6) 750-2
 Massachusetts Bay v. Allianz.....(5) 800-4
 Metropolitan Leasing v. Pacific.....(7) 750-2
 North Carolina Ins. v. Century(8) 850-1
 Para-Chem Southern v. National Union Fire Ins.
(16) 800-2, (16) 850-1
 Premcor USA v. American Home Assur.
(17) 800-1
 U.S. Fire Ins. v. Charter Fin. Grp.(2) 750-14
 Waste Mgmt. v. Transcontinental Ins.(20) 750-6
 Wells v. Gulf Ins.(20) 1700-2

Duty To:**Defend**Section 135

- Aetna Cas. v. Miller.....(3) 110-3
 Aetna Cas. v. Mutual of Enumclaw.....(6) 530-1
 Aetna Cas. v. Pitrolo(1) 410-3
 Aetna Cas. v. Sunshine Corp.(8) 1400-16
 Allison v. Ticor Title Ins.(3) 1950-1

Duty To:**Defend (cont.)**

- American Bumper v. Hartford.....(8) 115-2
 American Econ. Ins. v. DePaul Univ.(20) 615-18
 American Econ. Ins. v. Holabird & Root
(18) 615-7, (20) 615-13
 American Empire v. Gold Coast.....(11) 160-1
 American Family Mut. Ins. v. Roth.....(20) 1400-13
 American Home Assur. v. Pope(20) 1000-17
 American Motorists v. Republic.....(5) 1000-5
 American States Ins. v. Maryland Cas.(6) 800-6
 Ames v. Continental Cas.(1) 190-2, (1) 515-17
 Anthem Elects. v. Pacific Employers(15) 110-3
 Avondale Ind. v. Travelers Indem.(3) 115-2
 Azco Hennes Sanco v. Wisconsin Ins.(6) 800-3
 Bituminous Cas. v. Iowa Nat'l Mut.(1) 750-15
 Bowie v. Home Ins.(4) 1950-6
 Brenner v. Lawyers Title Ins.(3) 1950-1
 Brown & LaCounte v. Westport Ins.(15) 1000-4
 Brownsdale Co-op Ass'n v. Home Ins.(4) 520-1
 Busch v. Holmes(15) 515-8
 California Cas. Ins. v. State Farm.....(9) 750-1
 Cameron Mut. v. Moll(14) 110-2
 Capitol Indem. v. Callis.....(12) 225-1
 Central Nat'l Ins. v. Utica Nat'l Ins.(2) 235-11
 Cincinnati Ins. v. Vance.....(2) 150-3
 Colby v. Yakima Cty.(19) 1000-1
 Columbia Mut. Ins. v. Epstein(19) 180-14
 COMSAT v. St. Paul Fire(13) 1400-7
 Conanicut Marine v. INA(1) 135-25
 Cooper Labs. v. ISLIC.....(2) 760-2
 Coppola v. Federated Nat'l Ins.(19) 410-7
 Cornhusker Ag. Ass'n v. Equitable Ins.(2) 800-3
 CPT Corp. v. St. Paul Fire & Marine(7) 1000-5
 Credit Gen. Ins. v. Zewdu.....(9) 410-7
 Dabbs v. Cincinnati Ins.(2) 360-2
 Dominicks v. American Mfrs.(2) 610-3
 Easton v. Chevron Ind.(5) 610-1
 Eichelkraut v. Bituminous Cas.(2) 105-13
 Elliott v. Donahue.....(4) 410-2
 Elliott v. Hanover Ins.(11) 150-8
 Estate of Mini v. Metro Supply & Serv.
(16) 220-15
 Farmers Union Oil v. Mut. Serv. Ins.(2) 110-12
 Federal Ins. v. St. Paul Fire & Marine(8) 750-2
 Feliberty v. Damon(2) 140-7
 Fidelity & Guar. v. Everett I. Brown(7) 110-11
 Fidelity Nat'l Title Ins. v. Kidd(3) 1950-2
 Fireman's Fund Ins. v. Serge J. Pierre-Louis
(19) 1100-1
 First Realty, Ltd. v. Frontier Ins.(18) 220-2
 Gehan Homes v. Employers Mut.(17) 165-17
 Global Sun Pools v. Burlington Ins.(17) 615-1
 Gomez v. Hartford(3) 230-4
 Grinnell Mut. Reins. v. LaForge.....(19) 150-1
 Grinnell Mut. Reins. v. Reinke.....(8) 180-1
 Haggard Hauling v. Stonewall Ins.(7) 800-3
 Hartford v. Continental.....(2) 750-22
 Hartford v. Everest Indem. Ins.(19) 525-1
 Hartford v. Whitehall Convalescent....(13) 1000-1
 Hocker v. N.H. Ins.(4) 750-3
 Illinois Masonic v. Turegem Ins.(2) 145-5
 In re Stone Petroleum.....(5) 255-1
 Institute of London v. First Horizon.....(5) 750-2
 International Ins. v. Allied Van Lines....(10) 125-4
 Interstate v. Stuntman(2) 125-4, (2) 750-18
 J.C. Penney Cas. v. Professionals Ins.(4) 180-8
 Kazi v. State Farm(13) 120-5
 Keck, Mahin v. National Union.....(13) 750-1
 Kirk v. Mount Airy Ins.(10) 140-14
 Koenig v. City of Dayton(1) 760-3
 Kufalk v. Hart(1) 125-4
 L.A. Connection v. Penn-America Ins.
(18) 150-3, (18) 225-1
 La Jolla Beach v. Industrial Indem.(8) 1200-1
 Lambe Realty Inv. v. Allstate.....(12) 360-1
 Lambert v. Commonwealth Land(4) 1950-1
 Liberty Mut. Ins. v. Miller.....(3) 110-3
 L.J. Dodd Constr. v. Federated Mut.(18) 615-6

Duty To:

Defend (cont.)

Lopez v. N.M. Pub. Sch. (7) 1000-7
 Lumber Mut. Ins. Co. v. Reload, Inc. (16) 180-18
 Maryland Ins. v. Head Ind. (10) 140-12
 Massachusetts Bay v. Vic Koenig (11) 1600-1
Massamont Ins. Agcy. v. Utica Mut. Ins.
 (20) 1000-1
 McGaughey v. St. Paul. (2) 235-5
 McRory v. Northern Ins. (12) 410-2
 MGM v. Liberty Mut. Ins. (6) 1400-6
 Michigan Ed. v. Transamerica (7) 750-6
 Michigan Millers v. Bronson Plating (7) 115-14
 Millers Mut. v. Ainsworth Seed (3) 360-3
 Morgan v. Guaranty Nat'l (11) 180-2
 Moscarillo v. Professional Risk Mgmt. Svcs.
 (19) 1000-5
 Municipality of Mt. Lebanon v. Reliance
 (13) 220-9
 National Union v. Glenview Park (7) 615-1
 National Union v. Republic Und. (2) 525-11
 National Union v. R. Olson Constr. (14) 615-3
 National Union v. Travelers Ins. (12) 750-4
 Nationwide Ins. v. Board of Trustees (10) 110-1
 Ott v. Crews. (2) 360-3
 Overbaugh v. Strange (7) 760-13
 Pearne, Gordon v. American Home (7) 1000-2
 Pekin Ins. v. Pulte Home Corp. (16) 615-4
 Penn-America v. Disabled Amer. (11) 235-1
 Pennsylvania Millers Mut. v. Crews (2) 110-6
 Premier Ins. v. Furtado. (11) 140-7
 Professional Rental v. Shelby Ins. (5) 115-4
 Prudential Prop. & Cas. v. Lawrence (2) 120-2
 R.T. Vanderbilt Co., Inc. v. Continental Cas.
 (17) 115-10
 Rubenstein v. Royal Ins. (11) 530-5
 Sabatino v. First Am. Title Ins. (12) 1950-2
 San Diego Housing v. Industrial Indem.
 (15) 410-3
 Sears v. Acceptance Ins. (15) 210-4
 Sears v. National Union (13) 610-1
Shafe v. American States Ins. Co. (20) 1400-7
 Smith v. McCarthy & Security Union Title Ins.
 (18) 1950-5
 South Dakota St. Cement v. Wausau. (13) 220-3
 Sphere Drake Ins. v. P.B.L. Enter. (7) 225-4
 Stamford Wallpaper v. TIG Ins. Grp. (11) 220-3
 State Farm v. Tillerson. (15) 165-1
 Texas Med. Liab. Trust v. Hartford. (17) 620-1
 T.H.E. Ins. v. Larsen Intermodal
 (13) 150-15, (13) 1700-4
 Thornhill v. Houston Gen. Lloyds (3) 230-4
Trainwreck West Inc. v. Burlington Ins
 (20) 225-6
 Turner Liq. v. St. Paul Surplus Lines (8) 150-2
 USF&G v. Executive Ins. (3) 525-2
 U.S. Fire Ins. v. Aspen Bldg. (2) 800-5
 Viking Ins. v. Hill. (3) 140-9
 Village of Cedarhurst v. Hanover Ins. (10) 220-5
 Village of Hoffman v. Cincinnati. (9) 615-1
 Village of Melrose v. Nautilus
 (4) 150-1, (4) 260-2
 Walton v. First American Title Ins. (18) 1950-5
 W&J Rives v. Kemper Ins. Grp. (2) 305-4
Webster v. Acadia Ins (20) 165-3
 West Bend Mut. v. Sundance Homes (5) 615-1
 Wilkinson v. Citation Ins. (19) 410-2
 Youngman v. CNA Ins. (4) 1800-2

Indemnify (See also Bad Faith: Failure To Pay; Legal Obligation To Pay)
 Section 170
American Home Assur. v. Pope (20) 1000-17
 American Standard Ins. v. Basbagill. (15) 135-6
 Aydin Corp. v. First State Ins. (11) 220-4
 Bankers Trust v. Old Republic Ins. (7) 410-3
 Buckner v. Causey. (12) 140-23, (12) 515-6
 Cay Divers v. Raven. (1) 520-5

Duty To:

Indemnify (cont.)

Chateau Chamberay v. Associated Int'l Ins.
 (14) 140-1
 Childtime Child Care v. Colony Ins. (19) 305-1
 Crum & Forster v. Resolution. (6) 1000-7
 Falmouth Nat'l Bank v. Ticor Title (3) 1950-5
 Levy v. National Union Fire Ins. (3) 1850-1
 Supervisors v. Employers Mut. (2) 1800-3
 Weyerhaeuser v. Aetna Cas. & Sur. (7) 115-13
 Wilkinson v. Citation Ins. (19) 410-2

Investigate
 California Shoppers v. Royal Globe Ins.
 (1) 135-22, (1) 170-3, (1) 1400-13
 Charter Roofing v. Tri-State Ins. (6) 140-3
 CNA Cas. v. Seaboard. (1) 135-21, (1) 1400-11
 Hydro Sys. v. Continental Ins. (4) 220-2
 James E. Torina Fine Homes v. Mutual of
 Enumclaw (16) 140-6
 Jones v. Reliable Sec. (14) 225-1
 Lincoln Fountain Villas Homeowners Assn. v.
 State Farm. (18) 950-28
 Perkins v. Hartford Ins. Grp. (4) 140-4
 Security Ins. v. Wilson (2) 140-2
 Welch Foods v. Chicago Title
 (13) 530-1, (13) 1950-2

Procure Insurance (See also Mandatory Insurance)
 Alyeska Pipeline v. H.C. Price
 (1) 530-8, (1) 760-1
 Atlatf v. Hanover Sq. Condo. Ass'n (2) 1850-1
 Aviles v. Burgos (1) 525-11,
 (1) 530-10, (1) 1700-12
 Borough v. Trumbull-Denton (3) 530-2
 Bosio v. Branigar (2) 530-1
 Campion v. Montgomery (6) 530-2, (6) 605-3
 Carolina Prod. Maint. v. USF&G. (6) 305-1
 Food Lion. v. S.L. Nusbaum Ins. (12) 1900-10
Frank Coluccio Constr. v. King Cty. (20) 615-10
 Garvis v. Employers (6) 125-1, (6) 1400-8
 Geier v. Hamer Ent. (5) 620-1
 Great American v. Pearl (1) 105-20, (1) 310-5
 Herrera v. Amoco Prod. (1) 530-6
 Holman Erection v. Employers Ins. (9) 530-2
 Hurlburt v. Northern States Pwr. (9) 530-1
 INA v. Nezelek (1) 530-15
 Institute of London v. Hartford (5) 525-1
 Kema Steel v. Home Ins. (2) 105-4
 Lavelle v. Dominick's Finer Food. (5) 620-1
 Musgrove v. Southland (3) 1300-1
North Star Mut. Ins. v. Rasmussen (20) 800-5
 Office Structures v. Home Ins. (1) 530-6
 Pace Constr. v. USF&G. (4) 105-2
 Pennsylvania Gen. Ins. v. Austin Powder
 (1) 530-5, (1) 530-7, (1) 530-14
 Pyles v. Pennsylvania Mfrs. Ass'n Ins. (6) 120-1
 Reliance v. Gary C. Wyatt. (2) 105-17
 Reliance v. Giannini (2) 235-1, (2) 1300-1
 Roger Proulx & Co. v. Crest-Liners
 (14) 165-1, (14) 615-2
 Royal Surplus Lines v. Ranger Ins. (15) 145-1
 Salem Sch. Dist. v. First State Ins. (2) 1800-3
 Sears, Roebuck & Co. v. Charwil Assoc.
 (19) 530-9
 Tanns v. Ben A. Borenstein & Co. (10) 615-22
 Village of Rosemont v. Lentin Lumber. (1) 530-8
 Whalen v. K-Mart (5) 620-1
 William M. Mercer v. Woods (2) 190-2

Reimburse Section 175
 Board of Ed., Yonkers City Sch. Dist. v. CNA Ins.
 (2) 175-2, (2) 175-5, (2) 410-1,
 (2) 410-7, (2) 1800-2, (2) 1800-5
 National Union Fire Ins. v. Goldman. (3) 1850-1
 Seaway Port Auth. v. Midland Ins.
 (2) 400-4, (2) 750-24, (2) 1800-4

Settle (See also Bad Faith: Failure To Settle)

Duty To:

Settle (cont.)

American Physicians v. Garcia (7) 140-4
 Archer, M.D. v. Medical Protective (19) 140-1
 Associated Whole. v. Americold. (10) 140-2
 Betancourt v. Arizona Prop. & Cas. (5) 850-4
 Country Mut. Ins. v. Anderson. (7) 140-2
 Evans v. Mutual Assur. (12) 140-9
 Herrig v. Herrig (6) 140-7
 Jarvis v. Farmers Ins. Exch. (10) 140-13
 Progressive Am. Ins. v. Nationwide Ins.
 (19) 140-3
 Rees v. Viking Ins. (8) 750-1
 Sharpe v. Physicians Protective Trust. (4) 140-10
 Shuster v. South Broward. (3) 140-12, (5) 140-10
 State Farm v. Maldonado
 (12) 140-10, (12) 520-1
 Texas Ass'n v. Matagorda Cty.
 (13) 160-3, (13) 530-7

Earth Movement
 Alf v. State Farm (6) 950-9
 American Motorists Ins. v. R&S Meats. (8) 950-9
 Boteler v. State Farm. (17) 950-7
 Cox v. State Farm. (8) 950-17
 Fayad v. Clarendon Nat'l Ins. (16) 950-6
 Findlay v. United Pac. Ins. (9) 950-9
 McDonald v. State Farm. (6) 950-2
 *Nicolau v. State Farm. (6) 140-12
 State Farm Fire & Cas. v. Bongen (9) 950-1
 Toumayan v. State Farm. (11) 950-13
 West v. Umialik Ins. (13) 950-4

Economic Loss (See Loss)

Efficient Proximate Cause
 Parks Real Estate Purchasing Grp. v. St. Paul Fire
 & Marine Ins. (19) 950-32

Emotional Distress
 Air Line Pilots Ass'n v. Twin City Fire
 (15) 530-6
 Allstate Ins. v. Diamant. (2) 125-3
 Citizens Ins. v. Leiendoeker (12) 125-2
 City of Boise v. Planet Ins. (7) 110-14, (7) 195-3
 Commerce & Ind. v. Bank of Haw. (5) 135-14
 Continental v. Canadian Universal (4) 135-1
 County of Chemung v. Hartford Cas. (1) 125-2
 Daley v. Allstate Ins. (11) 125-3
 Delta Sand & Gravel v. General Ins. (5) 1400-9
 Dickens v. Gen. Acc. Ins. (11) 125-6
 Doyle v. Engelke (11) 125-2
 Farmers Ins. v. Suiter (11) 110-5
 First Investors v. Liberty Mut. Ins. (11) 125-1
Hampton v. Carter Ent. (20) 105-4
 Hayley v. Allstate. (17) 950-1
 Interstate v. Stuntman. (2) 125-4, (2) 750-18
 Johnston v. Norcondo. (3) 315-6
 Lavanant v. General Acc. Ins. (4) 125-2
 Maine Mut. Fire Ins. v. Gervais (11) 110-6
 Mains v. State Auto. Mut. Ins. (11) 125-5
 M.L. Foss, Inc. v. Liberty Mut. Ins. (8) 140-2
 Old Republic Ins. v. Durango Air Service
 (14) 210-3, (14) 700-6
 Pershing v. United Pacific. (13) 140-2, (13) 150-7
 Reyes v. State Farm. (19) 110-6
 Richardson v. Liberty Mut. Fire Ins. (12) 125-1
Sher v. Lafayette Ins. (20) 950-8
 SL Ind. v. American Motorists Ins. (5) 125-2
 Springdale Donuts v. Aetna Cas. & Sur.
 (11) 135-4, (11) 800-1, (11) 1400-19
 State Auto Ins. v. McClamroch. (11) 110-3
 University of Ill. v. Continental Cas. (5) 1800-1
 Vigna v. Allstate Ins. (10) 105-1, (10) 125-1
 Voorhees v. Preferred Mut. (5) 110-9, (5) 125-5
 Waffle House v. Travelers Indem.
 (16) 235-1, (16) 800-1

Emotional Distress

Waller v. Truck Ins. Exch. (8) 135–2, (8) 150–2
 Western Cas. & Sur. v. Waisanen
 (2) 110–5, (2) 125–1, (2) 800–4
 York Ins. Grp. v. Lambert.....(12) 125–3

Employee(s):**Exclusion**

BP Chemicals v. First State Ins.(13) 615–1
 Coleman v. Charlesworth(6) 210–5
 Cowan Sys. v. Harleysville Mut. Ins.
(19) 210–1, (19) 310–4
 General Analytics v. CNA Ins.(13) 1900–1
 Jefferson Ins. v. Sea World of Fla.....(6) 260–1
 LDF Food Grp. v. Liberty Mut. Fire Ins.
(20) 1400–1
 Manzanita Park v. INA.....(2) 145–7
 Motor Vehicle Cas. v. GSF Energy(3) 310–1
 U.S. Underwriters Ins. v. City Club Hotel
(17) 410–3
 Veillon v. U.S. Fire Ins.(6) 1700–2

Workers Compensation and Course of Employment

.....Section 235

Employers Liability and Workers Compensation Insurance

.....Section 1200

Employment:

Interco v. Mission Ins. (1) 110–16, (1) 235–11
 May Dept. Stores v. Federal Ins.(15) 1900–2
 Mumford v. Interplast.....(11) 110–8
 National Football League v. Vigilant Ins.
(19) 1000–12
 State Farm v. Compupay
 (9) 110–3, (9) 235–1, (9) 1400–6
 Terra Nova Ins. v. Chillum Corp.(2) 235–4
 Wedge Prod. v. Hartford Equity Sales.....(2) 110–2
 Zink v. Employers Mut. Liab. Ins.(2) 235–1

Discrimination (See Discrimination:

Employment)

ExclusionSection 235

Encroachment

Downing v. Eubanks.....(3) 1950–5
 Transamerica v. Northwest Bldg.....(2) 1950–3

Endorsements (See also Truckers

Policy/Endorsement)Section 550

Entitled to

Hanover Ins. v. Ramsey(2) 235–13

Entrustment

A.J. Cameron Sod Farms v. Continental Ins
(10) 150–3, (10) 210–9
 All American v. Burns.....(5) 605–2, (5) 1400–6
 American States Ins. v. Porterfield.....(6) 210–7
 General Agents Ins. v. Midwest Sporting Goods
(14) 110–8
 Grain Dealers v. Pat's (11) 130–4, (11) 210–9
 Oakley Transport v. Zurich Ins.....(7) 210–1
 Oaks v. Dupuy(8) 210–1
 Research Note.....(5) 210–3
 Rubins v. Lumbermens.....(2) 210–2, (2) 1700–4
 Stanford Univ. Hosp. v. Federal Ins.
(12) 170–10, (12) 1900–13
 Western Heritage v. Chava Trucking.....(6) 210–4

Equitable: Contribution (See

Contribution) or Subrogation (See Subrogation)

Errors and Omissions Insurance

.....Section 1000

Employers Ins. v. Martinez.....(14) 270–1
 Home Ins. v. Dunn.....(5) 545–1
 Illinois Sch. Dist. Agcy. v. Pacific Ins.
(19) 310–1
 Montgomery v. Aetna Cas. & Sur.(3) 135–4
 National Union v. Engineering-Science..(2) 530–2
 St. Paul Fire & Marine v. Compaq Computer
(19) 135–8
 Service Lloyd's Ins. v. J.C. Wink, Inc. (18) 1000–5
 Simon v. National Union Fire Ins.....(15) 950–19
 Snug Harbor v. Zurich Ins.....(5) 120–4
 Vigilant Ins. v. Bear Stearns Cos.(20) 520–5
 Washington v. Public Utility.....(2) 760–4

Estoppel (See also Collateral Estoppel; Waiver and Estoppel).....Section 150

AAA Disposal Sys. v. Aetna
(17) 170–2, (17) 515–5
 Allianz Ins. v. Guidant Corp.(20) 135–7
 Allstate Ins. v. Carioto.....(3) 180–1
 Anderson v. Minnesota Ins. Ass'n.....(8) 220–12
 Bullet Trucking v. Glen Falls Ins.(6) 140–8
 Charter Oil v. American Employers'.....(8) 220–14
 Commercial Union Ins. v. International Flavors
 (2) 135–12, (2) 150–4, (2) 515–3
 Continental Ins. v. Bergquist(2) 105–3
 Cotton States v. International(2) 515–5
 Country Mut. v. Millers Nat'l Ins.....(2) 1700–11
 Criterion Leasing v. Gulf Coast.....(5) 620–3
 Design Prof. v. St. Paul.....(10) 530–2
 Dumenic v. Union Oil.....(5) 620–2
 Enserch v. Shand Morahan.....(5) 150–5, (5) 170–1
 Garamendi v. Golden Eagle Ins.....(16) 850–3
 Hirsch v. Texas Lawyers' Ins. Exch.(4) 190–11
 Howalt v. Ohio Cas. Ins.....(1) 135–22, (1) 235–11
 Illinois Emcasco Ins. v. Northwestern Nat'l Cas.
(15) 135–7, (15) 615–3
 J. A. Jones Constr. v. Hartford Fire Ins. ..(7) 615–3
 Kay-Lex Co. v. Essex Ins.(20) 515–5
 Marlo Beauty v. Farmers Ins.(11) 320–1
 McAninch v. Wintermute(19) 1850–7
 Midwestern Indem. v. Manthey.....(4) 110–2
 Northwest v. American.....(9) 135–20, (9) 170–10
 O'Neill v. Kemper Ins.(20) 1000–11
 Ringle v. Maryland.....(13) 135–5, (13) 1400–6
 St. Paul Fire v. Vigilant Ins.....(3) 135–9
 Spencer v. Assurance Co. of Am.....(8) 605–2
 Sportmart v. Daisy Mfg.....(7) 610–1
 Steadfast Ins. v. Caremark Rx(18) 1000–4
 Stoneridge Dev. v. Essex Ins.(20) 165–18
 Sunbeam v. Liberty Mut.(14) 220–13
 Tribune Co. v. Allstate Ins. (16) 220–6, (16) 515–1
 Twin City Fire Ins. v. Home Indem.....(2) 135–3
 Walker v. First Financial Ins.....(16) 225–2
 Wolf v. Maryland
 (1) 135–16, (1) 140–7, (1) 145–4

Eviction

American Hardware v. West One Auto
(13) 1400–3
 INA v. Forrest City Ctry. Club(5) 1400–12
 Knowles v. United Svcs. Auto. Ass'n ... (5) 110–20
 State Auto. Mut. Ins. v. Thomson.....(2) 110–7
 Westfield Ins. v. J.P.'s Wharf.....(17) 1400–7
 Z.R.L. Corp. v. Great Central Ins.(2) 1400–1

Excess: (See also Primary/Excess;

Umbrella)

Liability

Aztec Well Servicing v. P&C Ins.(7) 850–2

Excess:**Liability (cont.)**

Cincinnati Ins. v. Gateway Constr.(19) 615–22
 Egger v. Gulf Ins.(19) 520–1
 EnergyNorth Natural Gas v. Certain Underwriters
(20) 105–1, (20) 410–1
 Evanston Ins. v. Stonewall Surplus(10) 515–1
 Far West Fed. Bank v. Transamerica.....(3) 140–4
 Glenn v. Fleming(3) 140–4
 Green Door Realty v. TIG Ins.(15) 515–4
 Home Ins. v. National Union.....(15) 135–16
 In re San Juan DuPont Plaza Hotel(8) 605–1
 Jones v. Southern Marine & Aviation.....(3) 140–4
 Long Island Lighting v. Alliance Underwriters Ins.
(19) 180–7
 Marshall v. Donnelly(3) 140–4
 Monumental Paving v. Penn. Mfrs.....(13) 950–7
 Morris Park Contracting v. National Union Fire
 Ins.(19) 515–3
 Newhouse v. Citizens Sec. Mut.(6) 135–6
 O'Neill v. Gallant Ins.(14) 140–5
 R.W. Beck & Assoc. v. City and Borough of Sitka
(7) 140–5, (7) 310–17, (7) 800–6
 T.H.E. Ins. v. Dollar Rent-A-Car Systems
(18) 1700–3
 Transport Ins. v. Post Express
(11) 140–1, (11) 145–1, (11) 515–9
 Wierck v. Grinnell Mut. Reins.(3) 140–7

Umbrella Policies
 American Home Assur. v. International Ins.
(11) 515–2
 Employers' Liab. Assur. v. Hoechst Celanese
(11) 170–2, (11) 195–1, (11) 515–1
 Evanston Ins. v. ATOFINA Petrochemicals
(18) 615–9
 General Cas. v. Juhl.....(9) 515–1
 Independent Sch. Dist. v. Accident(8) 220–1
 In re Silicone Implant.....(16) 170–1, (16) 410–3
 Kerr v. Illinois Central R.R.(9) 515–2
 Lumbermens v. Plantation.....(8) 220–3, (8) 515–3
 Sonoco Prod. v. Fire & Cas. Ins.(13) 525–8
 Tribune Co. v. Allstate Ins.(16) 220–6, (16) 515–1

Exclusions

Absolute Pollution (See Absolute Pollution)
 AircraftSection 210
 Alcoholic Beverages.....Section 230
 Automobile, Aircraft, and Mobile Equipment
Section 210
 Bodily Injury (See Bodily Injury)
 Building and Ordinance (See Building and Ordinance Exclusion)
 Care, Custody, and Control (See Care, Custody, or Control)Section 305
 Civil Rights (See Civil Rights Exclusion)
Section 240
 Contractual Liability.....Section 310
 Criminal Acts (See Criminal Acts Exclusion)
Section 270
 Employees (See Employees Exclusion)
 Exhibitions.....Section 260
 Explosion, Collapse, UndergroundSection 245
 Family Member (See Family Member)
 GeneralTab 200
 Governmental Action (See Governmental Action Exclusion)
 Increase of Hazard (See Increase of Hazard Exclusion)
 Joint Venture.....Section 275
 Lead (See Lead)
 Liquor (See Liquor Liability Exclusion)
 Manganese (See Manganese)
 Mold (See Mold)
 Ordinance or Law (See Ordinance or Law)
 Owned Business (See Owned: Business)
 Owned Property (See Owned: Property Exclusion)
 Professional Services (See Professional: Services Exclusion)

Exclusions—Fortuity

Exclusions (cont.)

- Regulatory (See Regulatory Exclusion)
- War (See War Exclusion)
- Water (See Water Exclusion)
- Watercraft.....Section 215
- Year 2000.....Section 999

Executive Officer

- Gagnon v. N.H. Ins..... (3) 235-5, (3) 605-1

Exhaustion of Limits (See Limits of Liability)

Exhibitions Exclusion.....Section 260

Expected or Intended (See also

Reasonable Expectations).....Section 110

- Alfa Mut. Ins. v. Meroney..... (18) 180-1
- American States Ins. v. Capital Assoc. of Jackson City..... (17) 1400-5
- Auto Owners Ins. v. City of Clare..... (8) 220-2
- Benedictine Sisters v. St. Paul Fire (2) 220-1
- Blackhawk-Central v. American Guar. (13) 220-4
- City of Burlington v. Associated Elec. (8) 110-13
- City of Elkhorn v. 211 Centralia St. (17) 115-9
- City of Johnstown v. Bankers (2) 115-23
- French v. Assurance Co. (19) 165-7
- Hecla Mining v. N.H. Ins. (4) 115-1
- James Graham Brown v. St. Paul..... (5) 115-8
- Jim Barna Log Sys. v. General Cas. Ins. (16) 165-1
- L-J, Inc. v. Bituminous Fire & Marine (17) 165-21
- McGuffin v. Zaremba Contracting (18) 110-9, (18) 800-4
- Millers Mut. Ins. v. Iowa Nat'l Mut. (1) 750-5
- New Castle v. Hartford..... (4) 115-5, (5) 220-11
- Park Univ. Ent. v. American Cas. (18) 105-3
- Premier Ins. v. Adams (7) 605-5
- Sans v. Monticello Ins. (10) 225-1
- State Farm v. Harbert (20) 110-6
- Transamerica Ins. v. Sunnes (1) 220-7
- Travelers v. Miller Bldg. (16) 165-6
- Travelers v. Waltham Ind. (3) 220-4, (3) 330-1
- Tri-S Corp. v. Western World Ins. (18) 605-14
- Universal Underwriters v. East Central... (3) 180-7
- Vanguard Ins. v. McKinney..... (3) 605-3

Extrinsic Evidence

- Amer. Nat'l v. Rose Acre (10) 195-1, (10) 210-4
- Baltimore v. Commercial (10) 135-5, (10) 615-20
- Bergman v. USAA (12) 140-18, (12) 195-1
- Clarendon Am. Ins. v. Aargus Sec. Sys. (19) 620-1
- Commercial Union v. Seven Provinces Ins. (13) 140-3, (13) 900-1
- Doer v. Mobil Oil (13) 220-5
- Employers Ins. v. Tektronix, Inc. (20) 220-1, (20) 515-1
- Fielder Rd. Baptist Church v. Guideone Elite Ins. (17) 195-1
- Gamble Farm Inn v. Selective Ins. (8) 220-4
- General Star Indem. v. Gulf Coast Marine Assoc. (20) 135-5
- Guaranty Nat'l Ins. v. Vic Mfg. (11) 220-1
- Iowa Comp. v. Farmland..... (10) 220-12
- Lynott v. National Union..... (8) 195-1, (8) 1850-3
- Moscarillo v. Professional Risk Mgmt. Svcs. (19) 1000-10
- Mutlu v. State Farm..... (15) 120-2
- Northland Ins. v. Continental Western.... (9) 525-6
- Open Software Fnd. v. USF&G Co. (15) 135-13, (15) 1400-17
- Penney v. Capital City Transfer (11) 1950-2
- Penn Twp. v. Aetna Cas. & Sur. (11) 1900-6
- Reese v. Travelers Ins. (10) 135-4

Extrinsic Evidence (cont.)

- Richardson v. Nationwide Mut. (16) 220-9
- Spratt v. Crusader Ins. (14) 230-1, (14) 700-5
- State Farm Fire & Cas. v. Wade..... (5) 135-12
- Steinle v. Knowles..... (11) 1950-1
- Sunbeam Corp. v. Liberty Mut. Ins. (12) 220-7
- Tech-Built 153, Inc. v. Virginia Surety (18) 1200-4
- Trainwreck West Inc. v. Burlington Ins. (20) 225-6
- 12th Street v. General Star (9) 195-1, (9) 1400-9

Failure To: (See also Bad Faith)

Perform.....Sections 315, 320

- Allen v. Lawton & Moore Bldrs. (2) 315-12
- Hawk Termite v. Old Republic Ins. (5) 320-1
- Uhock v. Sleitweiler..... (3) 320-1

Warn

- American Home Assur. v. Pope (20) 1000-17
- Brewer v. Home Ins. (1) 360-23
- Chancler v. American Hardware Mut. .. (1) 360-20
- Charles v. LeBlanc (7) 360-2
- Flint v. Universal Machine..... (9) 360-1
- Harford Mut. Ins. v. Moorhead (3) 320-2
- LaBatt v. Hartford Lloyd's Ins. (3) 360-2
- Laminated Wood v. Pedersen (1) 360-21
- Pennsylvania Nat'l v. Kaminski..... (3) 360-5
- Petroleum Rental Tools v. Hal Oil (11) 350-1

Family Member Exclusion

- Guerra v. American Employers' Ins. .. (16) 1700-1
- Safeco Ins. v. Automobile Club (14) 750-3
- Shannon v. Shannon (2) 150-10
- USAA v. Alaska Ins. (14) 750-6

Farm Liability

- Garvison v. St. Paul Fire (2) 305-7
- Grinnell Mut. Reins. v. LaForge (19) 150-1
- Indiana Farmers Mut. Ins. v. Graham ... (2) 110-16
- Kelly v. Iowa Mut. Ins. (13) 160-4, (13) 170-8
- Kent Farms v. Zurich Ins. (11) 220-7
- North Star Mut. v. Midwest Family Mut. (14) 515-7, (14) 525-1
- Reinsurance Ass'n v. Timmer (14) 110-14, (14) 120-8, (14) 310-6
- Vang v. Vang (6) 210-3

Faulty Workmanship

.....Sections 315, 320

- Acuity v. Burd & Smith Constr. (19) 165-15
- Allstate Ins. v. Smith (4) 950-7
- Alwart v. State Farm Fire & Cas. (11) 950-12
- American Motorists Ins. v. R&S Meats .. (8) 950-9
- Ameron Int'l Corp v. Insurance Co. of State of PA (19) 135-5
- Andray v. Elling (17) 950-27
- Arnold v. Cincinnati Ins. (17) 950-8
- Aten v. Scottsdale Ins. (20) 165-9
- Baywood v. Maine Bonding. (6) 120-3, (6) 350-1
- Bituminous Cas. Corp. v. Kenway Contracting (20) 110-3, (20) 315-7
- Blaine Constr. v. INA (13) 950-1
- Bonded Concrete v. Transcontinental Ins. (17) 315-1
- Continental Graphics v. Hanover (10) 105-2
- Corder v. Wm. Smith Excavating (14) 110-7, (14) 350-1
- Diamaco v. Aetna Cas. (12) 120-9, (12) 305-1
- Employers Mut. Cas. v. Pires (11) 320-3
- Esicorp v. Liberty Mut. Ins. (14) 120-4
- Fajardo Shopping v. Sun Alliance..... (11) 950-11
- Federated Mut. Ins. v. Grapevine Excavation (12) 105-1, (12) 310-1, (12) 315-3
- Glendenning's Limestone v. Reimer (19) 165-4
- Hartford Cas. v. Evansville Vanderburgh, Public Library (19) 950-18

Faulty Workmanship (cont.)

- Hawkeye-Sec. Ins. v. Davis (12) 105-1
- Isle of Palms v. Monticello ... (8) 105-4, (8) 255-4
- JZG Resources v. King (6) 360-1
- Kalchthaler v. Keller (11) 105-8, (11) 315-4
- Lerner Corp. v. Assurance Co. (11) 105-9
- Lewis v. Easley (6) 315-6
- Limbach Co. LLC v. Zurich..... (17) 320-1
- L-J, Inc. v. Bituminous Fire & Marine (17) 165-21
- McGuire v. Century Sur. (19) 950-27
- Michigan Mun. Risk Mgmt. v. Seaboard Sur. (16) 220-8
- Microvote Corp. v. GRE Ins. (15) 320-1
- Pekin Ins. v. Richard Marker Assoc. (10) 105-8
- Pekin Ins. v. Willett..... (11) 320-4
- Phillips Home Bldrs. v. Travelers (10) 950-11
- Roy Anderson Corp. v. Westport Ins. (16) 165-11
- Sapp v. State Farm Fire & Cas. (11) 315-1
- Schultz v. Erie Ins. (14) 950-7
- Shelby Ins. v. Northeast Structures (13) 315-6
- Southside River-Rail Terminal v. Crum & Forster (16) 220-18, (16) 950-23
- State Auto Ins. v. Gordon Constr. (13) 315-5
- Taylor v. Travelers Ins. (8) 320-1
- Travelers v. Moore & Assoc. (18) 165-1
- Thommes v. Milwaukee Ins. (14) 320-2
- Weeks v. Co-Operative Ins. (15) 950-33

Fidelity Bonds (See Bonds: Fidelity)

.....Section 1900

Financial Statements

- National Union Fire v. Continental..... (2) 545-1

Fines (See Penalties and Fines)

.....Section 1900

First-Party Property (See Property:

First-Party).....Section 950

Flood Insurance

- Change, Inc. v. Westfield Ins. (13) 950-2
- Georgetown Square v. USF&G..... (8) 950-10
- McHugh v. United Serv. Auto. Ass'n. (11) 950-22
- Sandia Oil v. Beckett (3) 950-3
- Smith v. Union Auto Indem. (14) 950-9
- Studio Frames v. Standard Fire Ins. (19) 950-39

Forgery

- Community St. Bank v. Hartford..... (2) 1900-2
- Empire State Bank v. St. Paul Fire..... (2) 1900-1
- Hamilton Bank v. INA (2) 1900-3
- Red Lake Cty. v. Employers..... (2) 1900-4
- Republic Nat'l Bank v. Fidelity (3) 1900-2

Fortuity

- Adams-Arapahoe v. Continental..... (3) 950-5
- American Family Mut. v. American Girl (16) 110-9
- August Entm't v. Philadelphia Indem. Ins. (20) 1850-1
- City of Burlington v. Indemnity Ins. Co. of N. Am. (16) 950-1, (16) 950-3
- Fidelity & Guar. v. Allied (3) 950-1
- Frank Coluccio Constr. v. King Cty. ... (20) 615-10
- John Q. Hammons Hotels v. Factory Mut. (17) 950-13
- Hillhaven Props. v. Sellen Constr. (10) 950-7
- Koch Eng. v. Gibraltar Cas. ... (9) 110-4, (9) 320-2
- Kvaerner Metals v. Commercial Union (19) 165-10
- Leafland Group v. INA (8) 950-2
- Oak Park Calabasas Condo. v. State Farm (18) 1850-2

Fortuity (cont.)

- Persian Galleries v. Transcontinental(8) 950-3
 Roman Catholic Diocese v. Interstate Fire & Cas.
(16) 110-10
 Sentinel Mgmt. v. New Hampshire Ins.
(10) 950-1
 University of Cincinnati v. Arkwright.....(8) 950-1
 Warrantech Corp. v. Steadfast Ins.....(20) 1000-8

Forum:**Non Conveniens**

- Chubb Custom Ins. v. Prudential Ins.....(20) 180-1
 Continental Cas. v. Michigan Mut.....(2) 180-1
 Monsanto v. Aetna Cas. & Sur.(2) 115-22
 Vulcan Materials v. Alabama Ins. Guar.
(20) 180-8

Selection Clause

- City of Rose City v. Nutmeg Ins.(4) 180-3
 Param Petrol. v. Commerce & Ind.(10) 180-3
 Russell Corp. v. American Home Assur.
(14) 180-3

Forward Process: Insured's Duties
Section 515**Fraud**

- Agricultural Ins. v. Superior Ct.(11) 140-10
 A.O. Smith Corp. v. Allstate Ins.....(12) 105-4
 BDO Seidman, L.L.P. v. Harris(20) 1000-13
 Boggs v. Whitaker, Lipp & Helea(3) 1400-4
 City of Lawrence v. Western World(6) 1000-11
 Columbia Mut. Ins. v. Fiesta Mart.....(6) 105-3
 Conestoga Title v. Premier Title.....(13) 1900-2
 Consolidated Am. Ins. v. Spears.....(9) 110-2
 Continental Cas. v. Kinsey(6) 1000-11
 Correll v. Fireman's Fund Ins.....(2) 135-7
 Fireman's Fund Ins. v. City of Turlock
(1) 135-24, (1) 310-8
 Greenberg v. National.... (11) 150-11, (11) 1000-7
 Jensen v. Snellings
(2) 190-10, (2) 255-5, (2) 270-3
 Leingang v. Pierce Cty.....(10) 175-2, (10) 410-20
 Longobardi v. Chubb Ins.(3) 545-1
 Moscarillo v. Professional Risk Mgmt. Svcs.
(19) 1000-10
 Myints v. Allstate Ins.....(12) 140-5
 Northern Sec. Ins. v. Hatch.....(9) 545-1
 RBC Mort. v. National Union Fire Ins.
(16) 1900-8
 Reliance Nat'l v. Sears, Roebuck(16) 1000-5
 Royal Globe Ins. v. Whitaker(2) 110-3
 Service Lloyd's Ins. v. J.C. Wink, Inc.
(18) 410-5
 Shelton v. American Ins.(2) 255-2
 Smith v. State Farm(1) 110-15, (1) 135-19
 State Farm v. Best in the West Foods(9) 950-8
 TIG Specialty Ins. v. Pinkmonkey.com
(17) 1850-1
 Travelers Cas. v. Baptist Health Sys....(15) 1900-1
 Truck Ins. Exch. v. Ashland Oil(5) 190-17
 USF&G Co. v. OmniBank.....(14) 110-11
 Warrantech Corp. v. Steadfast Ins.....(20) 1000-8
 Warren v. LeMay(1) 110-20, (1) 130-7,
 (1) 270-6

Fraudulent Misrepresentation (See Misrepresentation)**Fungus (See Mold)****Gap**

- Benton v. Long Mfg. N.C.....(3) 750-2
 Washam v. Chancellor(2) 800-2
 Yancey v. Floyd West & Co.(2) 190-9

Garage Insurance.....Section 1600

- Barbee v. Harford Mut. Ins.... (3) 320-6, (4) 320-2
 Brown v. Travelers Ins.(5) 525-8
 Cordero v. Potomac Ins.(14) 800-1
 Haulers Ins. v. Wyatt(18) 700-10
 Neff Towing v. U.S. Fire(15) 305-1
 Park 'N Go of Georgia v. USF&G(9) 305-1
 Standard Fire Ins. v. Empire Fire & Marine Ins.
(20) 525-2
 USF&G v. Hanover Ins.(6) 525-6
 U.S. Fire Ins. v. Kentucky Truck Sales ... (1) 260-3

Governmental Action Exclusion

- Alton v. Mfrs. & Merchants Mut. Ins.....(6) 950-8
 Duensing v. Travelers Ins.(6) 950-8

Guaranty Fund.....Section 850

- Alabama Ins. v. Kinder-Care(3) 170-1
 Alabama Ins. v. Magic City.... (3) 170-1, (3) 750-4
 Alvey, Inc. v. Missouri Ins. Guar.....(9) 520-1
 Arizona P&C Ins. Guar. v. Herder.....(2) 525-10
 Arizona P&C Ins. Guar. v. Ueki.....(2) 170-2
 Colonial Penn v. Colorado Ins. Guar.....(3) 750-10
 Commercial Union Ins. v. Sepco(3) 135-7
 Corvallis Aero Serv. v. Villalobos(2) 170-2
 Florida Ins. Guar. Ass'n v. Revoredo(11) 235-2
 Isaacson v. California Ins.(2) 140-7, (2) 170-4
 Knipp v. Arizona P&C Ins.(2) 170-5, (2) 700-2
 McGuire v. Davis Truck Serv.....(2) 750-16
 Nasello v. Transit Cas.(2) 750-17, (2) 750-23
 Queen v. Clearwater Elec.(3) 170-2
 Reinsurance Ass'n v. Dunbar Kapple.....(2) 530-4
 Rodgers v. Missouri Ins. Guar. Ass'n.....(2) 170-3
 Ventulett v. Maine Ins. Guar. Ass'n.....(3) 1200-1
 Weaver v. Kitchens(3) 750-5, (3) 750-13

Harassment: Sexual (See also**Assault: Sexual; Discrimination: Sexual)**

- Aberdeen Ins. v. Bovee.....(3) 235-3
 Agricultural Ins. v. Focus Homes(13) 235-1
 American States v. Natchez Steam.....(10) 105-13
 Continental Ins. v. McDaniel.....(2) 110-19
 Cornhill Ins. PLC v. Valsamis, Inc.
(10) 105-3, (10) 235-2, (10) 1400-2
 Gates v. Federal(11) 235-2, (11) 1400-11
 Greenman v. Michigan(2) 110-17, (2) 120-14
 Hamlin v. Western Nat'l... (3) 125-1, (3) 1400-10
 Holloway v. Republic Indem.(18) 225-2
 Klamath Pacific v. Reliance Ins.(10) 125-3
 Lamar Truck Plaza v. Sentry Ins.(2) 120-14
 Lancaster v. American & Foreign Ins. ..(14) 800-1
 Lawson v. Straus.....(10) 110-5
 Maine State Academy v. Commercial Union Ins.
(10) 110-11, (10) 135-11,
 (10) 235-3, (10) 1400-8
 McCleod v. Tecorp Int'l, Ltd.(6) 235-15
 Missouri Public Entity v. Investors Ins.
(18) 1800-2
 Mroz v. Smith(6) 1400-10
 Nichols v. American Employers Ins.....(2) 1400-3
 Northern Ins. of N.Y. v. Morgan.....(9) 110-8
 *Old Republic v. Comprehensive.....(6) 1400-13
 Padgett v. South Carolina Ins.(13) 625-1
 Presidential v. Canal(2) 110-18, (2) 120-13
 Pylant v. Lofton(7) 110-5
 Quality Painting v. Truck .. (12) 110-3, (12) 605-1
 Russ v. Great Amer. Ins..... (9) 105-3, (9) 1400-5
 Schmidt v. Smith(11) 1200-1
 SCI Liquidating v. Hartford Ins.....(12) 235-2
 Smith v. Animal Urgent Care(13) 105-1,
 (13) 110-8, (13) 125-1, (13) 235-2
 State Farm v. Compupay(9) 110-3,
 (9) 235-1, (9) 1400-6
 Teague Motor v. Federated Serv. Ins.....(7) 235-2
 Timpson v. Transamerica Ins.(9) 605-1
 Transamerica Ins. v. KMS Patriots....(14) 1400-15
 Truck Ins. Exch. v. Gagnon.....(15) 235-1

Hazardous Waste (See also Cleanup Costs; Contaminants; Pollution; Torts: Toxic/Hazardous Waste).....Section 115

- A. Johnson & Co. v. Aetna Cas.(4) 220-7
 AIU Ins. v. Superior Ct.(3) 115-15
 American Bumper & Mfg. v. Hartford Fire Ins.
(9) 115-6, (9) 135-12
 American Ins. v. Fairchild Ind.....(8) 515-10
 Anderson Dev. v. Travelers Indem.....(8) 330-1
 Arco Ind. v. American Motorists.....(8) 110-14
 Avco v. Aetna Cas.(9) 515-1
 Boardman Petrol. v. Federated Mut.....(11) 330-2
 Cannelton Ind. v. Aetna Cas.....(9) 180-5
 Canron v. Federal Ins.(9) 515-8
 Carl v. Oregon Auto. Ins.(9) 515-11
 Caterpillar v. Aetna Cas.....(9) 605-2
 Cedar Lane Inv. v. St. Paul Fire(8) 330-3
 Connecticut Specialty Ins. v. Loop Paper
 Recycling(17) 220-2
 Consolidated Edison v. Allstate Ins.
(14) 110-19, (14) 700-2
 Cycle Chem v. Lumbermens Mut.....(16) 1100-1
 Diamond Shamrock v. Aetna
(2) 115-24, (2) 330-1
 Dico v. Employers Ins. of Wausau(11) 515-6
 EAD Metallurgical v. Aetna Cas.(3) 220-7
 Employers Ins. Co. of Wausau v. Travelers Indem.
(19) 530-7
 Energy North Natural Gas v. The Continental Ins.
(13) 110-10
 Fireman's Fund Ins. v. ACC Chem.(8) 515-1
 F.L. Smidth v. Travelers(9) 305-2, (9) 330-3
 Graff v. Allstate(15) 950-17
 INA v. Anthony Amadei Sand(12) 180-5
 Industrial v. American Motor
(8) 150-4, (8) 515-11
 Koppers Co. v. Aetna Cas.(9) 170-5, (9) 195-2
 Leadville Corp. v. USF&G(8) 515-9
 Liberty Mut. Ins. v. Triangle Ind.(3) 180-6
 Michigan Homes v. USF&G(2) 220-8
 Montgomery Ward v. The Home
(13) 150-14, (13) 515-1
 Morrone v. Harleysville Mut. Ins.(8) 330-2
 New Hampshire Ins. v. Hecla Mining(3) 110-5
 Northern Ill. Gas v. Home Ins.(15) 170-1
 Olds-Olympic v. Commercial Union Ins.
(9) 185-1, (9) 305-4, (9) 330-5
 Quincy Mut. Fire Ins. v. Borough of Bellmawr
(13) 120-5
 Ray Ind. v. Liberty Mut. Ins.(5) 115-13
 Reliance Ins. v. Armstrong World Ind.
(9) 150-4, (9) 305-3, (9) 330-4
 Research Notes(5) 115-17, (5) 180-10
 Rhone-Poulenc v. American.....(6) 115-1
 Ryan v. Royal Ins.(3) 135-6
 Society Ins. v. Town of Franklin(13) 700-1
 State Auto P&C v. Arkansas DEQ.....(20) 220-3
 Technicon v. American Home(2) 220-12
 Town of Harrison v. National Union(10) 220-2
 Trustees v. Aetna Cas.(9) 145-1
 USF&G v. George W. Whitesides Co.(4) 220-7
 West Bay v. AIG Specialty(3) 515-5
 Zurich Ins. v. Carus Corp.(10) 135-11

Hired Automobile (See Automobile: Hired)**Hiring: Negligent**

- American Family Mut. v. Enright(15) 255-2
 Carter v. Adams(20) 225-2
 Erie Ins. v. American Painting.....(10) 105-4
 National Fire Ins. v. Kilfoy(20) 255-1
 Nationwide Mut. Fire Ins. v. Pipher(11) 105-3
 RJC Realty Holding v. Republic Franklin Ins.
(17) 110-2
 Westfield Ins. v. Tech Dry(16) 110-3

Hold Harmless—Insolvency

Hold Harmless Agreement

Amoco Canada v. Wild Well Control..... (3) 310–2

Hostile Fire

Associated Wholesale v. Americold (10) 220–4
Indiana Lumbermens Mut. v. West Oregon Wood
..... (14) 220–5
Maffei v. Northern Ins. (7) 220–2

ICC

Adams v. Royal Indem. (9) 605–5, (9) 1700–3
Aetna Cas. & Sur. v. Fairchild (1) 1700–19
Branson v. MGA Ins. (10) 1700–1
Canal Ins. v. A&R Transp. & Warehouse
..... (17) 1700–3
Canal Ins. v. Distribution Svcs. (15) 1700–8
Canal Ins. v. First Gen. Ins. (3) 1700–2
Canal Ins. v. F.W. Clukey (9) 180–6, (9) 1700–4
Carolina Cas. Ins. v. E.C. Trucking.... (17) 1700–1
Century Indem. v. Carlson (10) 1700–8
Empire Fire v. Guaranty Nat'l..... (2) 1700–13
Empire Fire v. Insurance Co. of Pa. (7) 1700–5
Gaskin v. Jowers (1) 525–18, (1) 1700–18
Gladstone v. D.W. Ritter (2) 135–9, (2) 525–4
Griffin v. Public Serv. (12) 525–3, (12) 1700–8
Hand v. Connecticut Indem. (10) 235–7
Harco Nat'l Ins. v. Bobac Trucking ... (10) 1700–1
Heron v. Transportation Cas. Ins. (20) 1700–3
Illinois Central R.R. v. Dupont (15) 1700–6
Integral Ins. v. Lawrence Fulbright (4) 1700–3
*J. Transport v. Georgia Insurers (6) 850–13
Kline v. Gulf Ins. (19) 800–2
L.R.C. Truck Line v. Berryhill (3) 525–7
Magann Equip. v. Buffkin ... (3) 525–1, (3) 1700–3
Midwestern Indem. v. Reliance Ins. (2) 1700–14
Nolt v. USF&G (6) 410–2, (6) 525–7
Occidental Fire v. International Ins. (2) 1700–1
Ohio Cas. v. United Southern..... (6) 1700–11
Perry v. Harco Nat'l Ins. (10) 235–7
Planet Ins. v. Anglo Am. Ins. (11) 1700–12
Planet Ins. v. Transport Indem. (2) 1700–5
Prestige Cas. v. Michigan Mut. Ins. (9) 1700–5
Progressive Cas. Ins. v. Bryant (6) 1700–10
Railhead Freight Sys. v. U.S. Fire Ins. ... (4) 1700–5
Redland Ins. v. Shelter Mut. Ins. (12) 1700–2
Roseberry v. Balboa Ins. (6) 1700–11
Ross v. Stephens (11) 1700–13
Tolliver v. Braden..... (10) 1700–3
Transport Ins. v. Protective Ins. (2) 1700–4
Travelers Ins. v. Transport Ins. (1) 1700–18
Travelers Ins. v. Western Amer. Specialized
Transp. (17) 750–9
U.S. Fire Ins. v. Fireman's Fund Ins. (3) 525–11
Wells v. Gulf Ins. (20) 1700–2
Zurich v. Amerisure (9) 525–5, (9) 1700–7

Impaired Property (See Property: Impaired)

In Charge of

McMinn v. Peterson (3) 1700–6

Incidental:

Contract

Garneau v. Curtis & Bedell (5) 315–7
Glass Serv. v. Modular Quarters (1) 310–10
Holland Corp. v. Maryland Cas. (3) 310–1
MacMillin v. Aetna Cas. & Sur. (5) 255–3
Travelers Ins. v. P.C. Quote (3) 110–8
United Nat'l v. Dunbar & Sullivan (4) 310–3
West v. Jacobs (3) 305–1

Medical Malpractice (See also

Malpractice)

Employers Mut. v. Oppidan (7) 1000–8

Increase of Hazard Exclusion

Bennett v. Allstate Ins. (3) 950–4

Indemnity Section 530

Aid Ins. v. United Fire & Cas. (3) 525–6
Alyeska v. H.C. Price (1) 530–8, (1) 760–1
Amer. Cas. v. General Star Indem. (17) 615–1
Blanks v. Murco (1) 235–9, (1) 530–9,
(1) 1300–12
Board of Ed. v. Utica Mut. (15) 1800–2
Buckeye Union v. Zavarella Bros. (11) 615–27
Cal-Farm v. TAC..... (1) 235–12, (1) 310–8,
(1) 530–12
Certain Underwriters v. Oryx (11) 615–27
Dietrich v. Albertsons (7) 1700–5
Dome Petroleum v. Employers Mut. (1) 530–15
Gatlin v. Entergy Corp. (17) 615–4
General Accident Ins. v. Manchester (1) 110–18
Gilbane Bldg. v. Keystone Structural Concrete
..... (20) 615–7
Hess Oil v. Fireman's Fund..... (1) 530–13
Indemnity Ins. v. Motorists Mut. Ins. (11) 525–10
Insurance Co. of the West v. County of McHenry
..... (15) 180–4
Interstate v. 1218 (11) 225–1, (11) 230–3
Liberty Mut. v. East Central Okla. (9) 1400–19
Michael Nicholas, Inc. v. Royal Ins. (13) 310–17
Nolt v. USF&G (6) 410–2, (6) 525–7
North Am. Treatment v. Scottsdale Ins.
..... (19) 165–13, (19) 255–2
North River Ins. v. United Nat'l Ins. (5) 235–3
Oliver & Wool v. Metropolitan (2) 235–6
Partnership Umbrella v. Federal Ins. (12) 1850–1
Pennsylvania Gen. Ins. v. Austin Powder
..... (1) 530–5, (1) 530–7, (1) 530–14
Shell Oil v. National Union Fire Ins.
..... (10) 140–1, (10) 410–19, (10) 615–15
Slattery v. Western Geophysical Co. (17) 525–9
Smurfit Newsprint v. Southeast Paper
..... (16) 530–13
Suire v. Lafayette City-Parish (17) 615–3
T&S Express v. Liberty Mut. (15) 530–11
Thermo Terratech v. GDC Enviro-Solutions
..... (14) 255–1, (14) 310–3
Transcontinental v. National Union (8) 615–4
Unigard Mut. Ins. v. Mission Ins. (8) 750–4
USX Corp. v. Liberty Mut. Ins. (7) 760–7
Walsh Const. Co. v. Mutual of Enumclaw
..... (17) 615–6
West Bend Mut. v. Mulligan Masonry .. (15) 310–1
Westchester Fire v. American Gen. (3) 235–4
Whitman Corp. v. Commercial Union .. (15) 115–1

Indispensable Party

Allied v. Ayala..... (6) 145–1, (6) 180–3, (6) 545–1
Broz v. Winland (6) 180–10
Chubb Custom Ins. v. Prudential Ins. (20) 180–1
Krohn v. Gardner (4) 180–7
State Farm Mut. Auto. Ins. v. Haskins (4) 180–4
United Svcs. Auto. Ass'n v. Simpson ... (11) 180–3
Vale Chem. v. Hartford Acc. & Indem. (1) 180–1
Zurich Ins. v. Baxter Int'l..... (9) 180–1

Inferred Intent

Minnesota Fire & Cas. v. Greenfield (17) 110–3

Injunctive Relief

Fallon McElligot, Inc. v. Seaboard Sur.
..... (12) 1400–12
Home Indem. v. City of Marianna (2) 1800–1
HPF, L.L.C. v. General Star Indem. (15) 125–5
Motorola v. Associated Indem. (16) 125–1
Sandy Creek v. St. Paul..... (1) 1800–3
School Dist. of Shorewood v. Wausau (5) 135–1
Vale Chem. v. Hartford Acc. (1) 180–1

Insolvency

Alaska Rural Elec. v. INESCO (3) 750–4
American Marine v. Holloway (2) 170–3
Aztec Well v. Property & Cas. (7) 850–2
Backhus v. Transit Cas. (3) 525–5
Barron v. Scaife (2) 750–24
Bonin v. Courmoyer-Buick-Pontiac-GMC
..... (18) 800–2
Boudreaux v. Shannon Marine..... (2) 525–18
Central Waste Sys. v. Granite State..... (2) 750–26
Chase Resorts v. Safety Mut. Cas. (7) 800–1
CNA Cas. v. E.C. Fackler, Inc. (18) 760–1
Continental Marble v. Canal Ins. (1) 750–4
Coregis Ins. v. American Health Fnd. (13) 1850–8
Deisch & Marion v. International Ins. (2) 750–25
Employers v. Key Pharm. (9) 140–6
Emscor v. Alliance Ins. Grp. (4) 750–7
Fabe v. Columbus Ins. (4) 900–2
Federal Ins. v. Pacific Sheet Metal..... (2) 750–26
Federal Ins. v. Srivastava (7) 800–7
Flashner Med. v. Marketing Mgmt. (2) 180–2
Florida Ins Guar. Ass'n v. Giordano (1) 140–11
Foster v. Philadelphia Mfrs. Mut. Ins. (4) 900–3
Gershman v. American Cas. (13) 1850–10
Gibson v. Kreihis (2) 750–25
Gladstone v. D.W. Ritter (2) 135–9, (2) 525–4
Guaranty Nat'l v. Bayside Resort (1) 750–16
Gulazien v. Lincoln Ins. (2) 750–8
Hamrick v. Shishaldin Fisheries (1) 750–15
Harville v. Twin City Fire Ins. (3) 520–3
Hendrix v. Fireman's Fund Ins. (5) 750–3
Holland v. Stanley Scrubbing Well (2) 750–8
Hudson Ins. v. Gelman Sciences (3) 750–12
In re Midland Ins. (4) 900–5
Intercor v. National Sur. (3) 800–3
J. Kinderman & Sons v. United Nat'l (4) 750–8
Kelly v. Weil (3) 750–15
Lake Hosp. Sys. v. Ohio Ins. Guar. (7) 850–1
Lechner v. Scharrer (2) 750–25
Lenhart v. Travelers Ins. (4) 760–7
Lexington Ins. v. American Health (6) 1850–3
Lindsay v. Poole (4) 800–3
Massachusetts v. Continental (2) 750–7
McGuire v. Davis Truck Serv. (2) 750–16
Metropolitan v. Pacific Employers (7) 750–2
Minnesota Mining v. H&W Motor (7) 760–24
Mission Nat'l Ins. v. Duke Transp. (1) 750–17
Morbark Ind. v. Western Employers (2) 750–25
Northmeadow v. Northeastern (2) 750–15
Pergament Distrib. v. Old Republic (2) 750–6
Phoenix Ins. v. U.S. Fire Ins. (2) 750–5
Radiator Specialty v. First State Ins. (2) 750–11
Rapid City Reg. v. S.D. Ins. (2) 750–25
Robichaux v. Randolph (3) 750–6, (3) 750–15
Robinson Bros. v. Carter, Boutit, & Progressive
..... (19) 800–1
St. Paul v. Powell-Walton-Milward (7) 1000–3
Saylin v. California Ins. Guar. Ass'n (1) 135–29
Seats Inc. v. Nutmeg Ins. (7) 800–5
Seaway Port Auth. v. Midland Ins.
..... (2) 400–4, (2) 750–24, (2) 1800–4
Shapiro v. Associated Int'l.... (3) 180–5, (3) 750–8
Sifers v. General Marine Catering..... (3) 525–6
Southeast Atl. v. First State..... (3) 750–13
Stamp v. Department of Labor & Ind. (7) 850–3
Stamp v. INA (3) 900–6
Steve D. Thompson v. Twin City..... (2) 750–8
Transamerica Ins. v. South (5) 1000–10
Transco Exploration v. Pacific (2) 750–25
U.S. Fire Ins. v. Capital Ford (2) 750–11
U.S. Fire Ins. v. Coleman (2) 750–25
Value City v. Integrity Ins. (2) 750–7
Viacom v. Transit Cas. (16) 170–17
Warren v. American Nat'l Fire Ins. (6) 800–1
Werner Ind. v. First State Ins. (2) 750–12
Wurth v. Ideal Mut. Ins. (2) 750–8
Zurich Ins. v. Heil Co. (2) 750–4

Insurable Interest

American Fire & Indem. v. Weeks(10) 950–5
 Cigna Prop. & Cas. Ins. v. Verzi.....(9) 950–3
 Conrad Bros. v. John Deere Ins.....(14) 950–19
 Design Data v. Maryland Cas.....(6) 150–5
 Federal Home v. TransAmerica.....(11) 950–17
 Gebhardt Family Inv. v. Nations Title.(13) 1950–1
 Gossett v. Farmers Ins.(10) 410–21, (10) 950–13
 Howard v. State Farm Mut. Auto.(6) 195–2
 National Union v. Structural
(5) 305–1, (5) 950–15
 St. Paul Lloyd's v. Huang....(4) 140–2, (4) 950–13
 Sayah v. Metropolitan P&C Ins.....(20) 950–13
 Spirit of Excellence v. Intercargo Ins.(15) 950–10
 Technical Land v. Firemen's Ins.....(13) 950–12

Insured:

Contract

Continental Cas. v. Auto-Owners Ins.(14) 530–1
 Down Under Masonry v. Peerless Ins.(20) 120–1
 Johnson v. Misirci.....(20) 235–4
 Legion Ins. v. Empire Fire & Marine Ins.
(17) 135–1
 Soo Line R.R. v. Brown's Crew Car(17) 1700–8
 United Fire & Cas. v. Gravette
(13) 160–5, (13) 235–4
 United Nat'l Ins. v. Hydro Tank, Inc.....(20) 220–6
Premises (See Premises: Insured)

Insured's Duties in Event of Occurrence (See also Notice; Late Notice)Section 515

Insured's Product: Component Parts (See also Named Insured's Product; Products: Liability)

Beckwith Machinery v. Travelers Indem.
(1) 150–13, (1) 160–10, (1) 315–7
 Fireman's v. Bauer.....(1) 140–5, (1) 320–10
 Fitness v. Pa. Gen.(2) 120–5, (2) 320–1
 Forest City Dillon v. Aetna Cas. & Sur. Co.
(2) 320–7, (2) 325–1, (2) 410–6
 Frankel v. J. Watson Co.....(1) 350–5
 Fremont Indem. v. Special Earth Equip.
(1) 105–20, (1) 120–10, (1) 320–9, (1) 515–13
 Knutson Constr. v. St. Paul Fire(1) 315–17
 Marathon v. International(2) 150–4, (2) 320–2
 Ohio Cas. Ins. v. Bazzi Constr.....(2) 315–2
 Peterson v. Dakota Molding, Inc.....(20) 320–3
 Travelers Ins. v. Penda Corp.....(5) 315–5
 Trovillion v. USF&G.....(1) 135–7, (1) 315–15
 Unifoil Corp. v. CNA Ins.(2) 320–1

Intent (See Inferred Intent; Manifest Intent)

Intentional:

Acts (See Acts: Intentional; see also Expected or Intended)
Acts Exclusion (See Section 110)
Torts (See Torts: Intentional)

Interest (See Section 420; Insurable Interest; Post- and Prejudgment Interest)

In the Business of (See also Business Pursuits)

Engle v. Zurich-Am. Ins. Grp.....(9) 1700–8
 Grisham v. Allstate Ins.(12) 210–3
 Hartford Ins. v. Occidental Fire & Cas.
(3) 1700–9

In the Business of (cont.)

Liberty Mut. v. Connecticut Indem.(8) 1700–8
 Lime City Mut. Ins. Ass'n v. Mullins.....(6) 1700–5
 MGM Transport v. Cain(11) 1700–1
 Mutual Serv. Cas. v. Wilson Twp.(13) 230–1
 National Continental v. Empire(11) 1700–13

Judgments (See Consent Judgment; Declaratory Judgments; Default Judgment; Postjudgment and Prejudgment Interest)

Jurisdiction

ACMAT Corp. v. Greater N.Y. Mut.(17) 190–3
 Allianz Risk Transfer v. S.J. Camp(16) 180–31
 American Cas. v. Krieger(13) 150–11
 Chace v. Dorcy Int'l(4) 180–9
 Cinergy Corp. v. St. Paul Surplus Lines
(15) 180–3
 Corfield v. Dallas Glen Hills(16) 180–38
 Crum & Forster Specialty Ins. v. Extended Stay
 Am.(20) 180–5
 Domtar v. Niagara Fire Ins.(8) 180–6
 El Paso Reyco v. Malaysia British(4) 900–4
 Foust v. Ranger Ins.(12) 105–10, (12) 180–4
 Guardian Royal v. English China(5) 180–7
 Hassneh Ins. v. Plastigone Tech.(7) 180–2
 Malaysia British v. El Paso Reyco(5) 900–4
 Medical Protective v. Schrein.....(11) 180–4
 Seminole Tribe of Florida v. McCor(18) 195–5
 Society of Lloyd's v. Cohen(17) 180–3
 Waste Mgmt. v. Admiral Ins.....(8) 180–1
 Wright v. Sullivan Payne Co.(6) 900–1

Jury:

InstructionsSection 185
 Badillo v. Mid Century Ins.(16) 140–8
 Burns Nat'l Lock v. American Family Mut.
(14) 150–1
 CSX Transp. v. Continental Ins.(9) 700–7
 Farmers Mut. v. Kment.....(15) 110–9
 Hartford Cas. v. New Hampshire(6) 140–10
 St. Paul Fire & Marine Ins. v. A.P.I., Inc.
(20) 140–12
 State Farm v. Nicolau(10) 950–16
 Wenrich v. Employers Mut. Ins.(18) 950–34
Right To
 In re Lockheed Martin Corp.....(20) 180–12

Known Loss (See Loss: Known)

Laches

Dutton-Lainson Co. v. Continental Ins.
(18) 180–17, (18) 220–7
 Hicks v. Saboe(2) 1950–2
 Perryman v. Motorist Mutual Ins.(18) 180–16

Landlord/Tenant (See Lease)

Late Notice (See also Notice)

.....Section 515
 Allstate Ins. v. Hunter(20) 950–1
 American Continental Ins. v. PHICO.....(11) 190–2
 American Home v. Republic Ins.(6) 800–2
 Attorneys Ins. v. Smith, Blocker(11) 190–1
 Board of Directors, Metro Wastewater
 Reclamation Dist. v. National Union
(17) 180–9
 Bolivar v. Forum.....(1) 515–15, (1) 1800–2
 British Ins. v. Safety Nat'l Cas.(16) 900–2
 Brown v. General Acc.(8) 190–1, (8) 195–2
 California Union v. American Div.....(3) 190–7
 Cast Steel Prod. v. Admiral Ins.
(16) 190–1, (16) 1000–3

Late Notice (cont.)

Central Mut. Ins. v. Kammerling.....(4) 150–2
 Certain Underwriters at Lloyd's v. Home Ins.
(15) 900–1
 Chas. T. Main v. Fireman's Fund Ins.....(3) 190–2
 Christiania Gen. v. Great American(5) 900–2
 City of Pigeon Forge v. Midland Ins.(1) 515–19
 Clinical Perfusionists v. St. Paul(8) 190–2
 Commercial Union Ins. v. International Flavors
(1) 135–30, (1) 515–15
 Continental v. Metro-Goldwyn.....(10) 1850–1
 Correll v. Fireman's Fund Ins.(2) 515–8
 Costagliola v. Lawyers Title Ins.(2) 1950–1
 Dooley & Mack Constructors v. Developers Sur. &
 Indem.(20) 1900–1
 Eastern Products v. Continental Cas.....(15) 115–7
 Edwards v. Lexington Ins.(20) 190–4
 Employers Reins. v. E. Miller Ins. Agcy.
(15) 150–5
 FDIC v. Aetna Cas. & Sur.(3) 1900–6
 FDIC v. INA(10) 1900–1
 First Sec. Bank v. N.H. Ins.(2) 1900–6
 First Sec. Savings v. Aetna Cas.(3) 1900–6
 Goodyear Tire v. Aetna(14) 170–7,
 (14) 220–11, (14) 700–1
 Granite State Ins. v. Nord Bitumi U.S.(6) 515–2
 Great American v. CG Tate Constr.....(1) 515–20
 Harbor Ins. v. Continental Bank(4) 1850–2
 Hasbrouck v. St. Paul & Marine Ins.(7) 190–8
 Home Life Ins. v. Clay(2) 1900–5
 Insurance Co. v. Associated Int'l Ins.(4) 900–1
 Jackson v. Auto Owners(1) 235–9, (1) 515–14
 Jefferson v. Westbank-Marrero Cab(3) 190–6
 Joslyn Mfg. v. Liberty Mut. Ins.(7) 115–16
 Kay-Lex Co. v. Essex Ins.(20) 515–5
 Kimbrell v. Union Standard Ins.(13) 150–9
 King v. Employers Nat'l Ins.(4) 750–4
 LaForge v. American Cas.(8) 190–5
 LaGrange Mem. Hosp. v. St. Paul Ins.
(13) 150–10
 Liberty Mut. Ins. v. States(5) 1700–2
 Midwest Employers v. E. Ala(10) 800–1
 Mutual of Enumclaw Ins. v. USF Ins.
(19) 530–10
 National Union v. Baker & McKenzie(7) 190–3
 National Union v. Crocker.....(20) 135–4
 National Union v. Willis.....(15) 1850–3
 Noon Realty v. Aetna Ins.(1) 515–20
 Norfolk Southern v. California Union
(16) 115–3, (16) 170–7
 North Am. Capacity Ins. v. Brister's Thunder
 Karts(14) 150–5
 Northern Ins. v. City of Chicago
(14) 150–4, (14) 515–3
 O'Brien Family Trust v. Glen Falls Ins.(9) 410–1
 Pulte Home Corp. v. American S. Ins.(20) 615–15
 Ralston Purina v. Home Ins.
(1) 515–14, (1) 750–3
 Republic Waste Serv. v. Empire Indem.
(16) 620–1
 Richard Marker Assoc. v. Pekin Ins.(14) 525–3
 Ridgela Estate Condo. Assoc. v. Lexington Ins.
 Co.(17) 950–27
 St. Paul v. Estate of Hunt.....(4) 190–3
 St. Paul v. House.....(2) 190–11
 Scottsdale Ins. v. Deer Run(8) 120–2, (8) 410–1
 Sherwood Brands v. Hartford Acc.(10) 135–9
 Smurfit Newsprint v. Southeast Paper
(16) 530–13
 State Auto P&C v. Travelers(16) 1400–9
 State of N.Y. v. Amro Realty(5) 115–2
 State of Okla. v. Indemity Und.(10) 190–6
 Thoracic v. St. Paul.....(8) 190–3
 Town of Allentown v. National Cas.(8) 195–3
 TPLC, Inc. v. United National Ins.(8) 170–1
 Travelers Ins. v. Rogers(4) 180–2, (4) 515–3
 Twin City Fire v. Old World Trading(7) 515–3
 Ulico Cas. v. Allied Pilots Assoc.
(18) 150–1, (18) 410–1

Words & Phrases

Late Notice (cont.)

- Unigard v. North River..... (5) 900-1, (6) 900-3
- Utica Mut. Ins. v. Miller..... (12) 1000-9
- White v. City of N.Y..... (7) 515-2
- Yorkshire Ins. v. Diatom Drilling Co..... (20) 235-2
- Zenith Ins. v. Employers Ins. (11) 900-1

Lead

- Auto Owners v. City of Tampa (13) 220-1
- Beale v. American Nat'l Lawyers Ins. (16) 170-14
- Benjamin Moore & Co. v. Aetna Cas. (16) 170-21
- Bituminous Cas. v. Cowen Constr. (14) 220-8
- Campbell v. Metropolitan P&C Ins..... (13) 125-4
- Dorchester Mut. v. First Kostas (13) 320-3
- Fayette Cty. v. Housing & Redev. Ins... (13) 220-8
- Guillen v. Potomac Ins. (13) 150-8, (15) 170-2
- Heringer v. American Family Mut. Ins. (17) 220-6
- Lititz Mut. Ins. v. Steely..... (14) 220-6
- Maryland Cas. v. Hanson (19) 170-14
- Peerless Ins. v. Gonzalez..... (10) 220-12
- Pirie v. Federal Ins. (11) 950-22
- Pope v. Economy Fire (15) 135-1
- Port Auth. v. Affiliated FM Ins. (15) 950-2
- Riley v. USAA (17) 120-10, (17) 170-4
- Serio v. Public Serv. Mut. (15) 170-12
- Southern Ins. v. Williams (14) 605-3
- Spaulding Composites v. Liberty Mut. (14) 700-4
- State Farm v. Bohlen (12) 1100-1
- 2619 Realty v. Fidelity & Guar. Ins. ... (15) 1100-2
- United Servs. Auto. Ass'n v. Riley (19) 700-3
- Watts Ind. v. Zurich..... (17) 120-7
- Weaver v. Royal Ins. (9) 210-3, (9) 220-1
- Westview v. Guaranty Nat'l (13) 220-2, (13) 800-1

Lease

- Aviles v. Burgos (1) 525-11, (1) 530-10, (1) 1700-12
- Baker v. Casualty Indem. Exch. (3) 230-3
- Certain Underwriters v. Hogan (14) 950-16
- Continental Ins. v. Kennerson (8) 530-1
- Cranes Serv. & Equip. v. USF&G..... (1) 305-7
- DiLullo v. Joseph (14) 530-4
- Fanara v. Big Star of Many (3) 950-11
- Fashion Place Inv. v. Salt Lake Cty..... (2) 530-4
- Hallman v. Allstate Ins. (16) 110-8
- Hartford Cas. Ins. Co. v. Travelers Indem. Co. (16) 525-1, (16) 615-1
- Harris v. Westchester Fire Ins. (3) 350-1
- J.R. Simplot Co. v. Rycacair, Inc. (15) 1100-1
- Kaf-Kaf v. Rodless Decorations..... (11) 530-1
- New York Buffet v. Certain Underwriters (19) 1100-3
- Northbrook E&S v. Coastal (2) 210-1
- Pennsville Shopping v. American (11) 615-28
- Peterson v. Silva (11) 530-4
- Phoenix Ins. v. Estate of Ganier (19) 530-12
- Remy v. Michael D's Carpet Outlets (3) 530-5
- Richard v. Metro Bingo of Lafayette (18) 615-8
- St. Paul Fire Ins. v. Helena Marine (3) 1700-4
- South Carolina Ins. v. Bishop..... (10) 605-1
- Willis Realty v. Cimino Constr. (7) 530-2

Legal:

- Expenses (See Attorney Fees)**
- Malpractice (See Malpractice; Legal)**
- Obligation To Pay (See also Bad Faith: Duty To Indemnify)**
- City of Scottsbluff v. Employers Mut. (15) 170-10
- Detroit Water Team v. Agricultural Ins. (16) 170-16
- Fuller-Austin Insulation v. Highlands Ins. (18) 170-14, (18) 520-6
- Guillen v. Potomac Ins. (15) 170-2
- Jones Masonry v. West Am. Ins. (2) 520-3
- St. Paul Fire & Marine Ins. v. Nowlin (2) 170-7

Legal: (cont.)

- Proceeding**
- First American v. Continental (3) 1900-3

Lessees as Additional Insureds

.....Section 615

Liability: (See Apportionment;

Automobile; Contractual; Corporate; Directors and Officers; Excess; Farm; Limits of; Liquor; Public Officials; School Board; Vicarious)

Assumed under Contract (See Contractual Liability).....Section 310

Libel/Slander (See also Defamation;

Copyright/Trademark & Patent Infringement/Plagiarism)

- Alfa Mut. Ins. v. Morrison (6) 110-6
- Angelina v. Pattonville..... (1) 110-17, (1) 1400-10
- Bank One v. Breakers Dev. (9) 1400-3
- Doyle v. Engelke (11) 1400-14
- Insura P&C Ins. v. Ashe (15) 605-1
- McGinniss v. Employers..... (2) 135-9, (2) 175-3
- O'Dell v. St. Paul Fire & Marine (10) 105-14
- Pekin Ins. v. L.J. Shaw & Co. (10) 255-4
- Playboy Ent. v. St. Paul..... (1) 410-1, (1) 1400-8
- Royce v. Citizens Ins. (10) 1400-3
- Valley Bancorp. v. Auto Owners Ins.... (10) 1400-9
- Winther v. Valley Ins..... (9) 605-6

Limitations Period (See also Statute of Limitations)

- Atwood v. St. Paul Fire & Marine Ins. (18) 950-13
- Bowersox Truck v. Harco Nat'l Ins. ... (12) 950-22
- Boyce v. Allstate Ins. (9) 150-5
- Campanelli v. Allstate Life (15) 950-24
- Christiansen v. First Ins..... (11) 950-15
- East Tenn. Mort. v. USF&G..... (11) 950-10
- Forbes Farm v. Farm Family Mut. (13) 950-28
- Fox-Knapp v. Employers Mut. Cas. (3) 150-3
- Grant Family Farms v. Colorado Farm Bur. Mut. (19) 950-7
- Hanover Ins. v. Fireman's Fund Ins. (4) 950-5
- Hunt Constr. Grp. v. Allianz Global Risks (20) 165-8
- Jones v. Harleysville Mut. Ins. (18) 950-25
- Komatsu v. U.S. Fire Ins. (4) 190-13
- Kuzniar v. State Farm. (13) 950-15
- Lake Hosp. Sys. v. Ohio Ins. Guar. (7) 850-1
- Monarch Machine v. USF&G (16) 950-9
- Monical Mach. v. Michigan P&C (5) 850-8
- National Union Fire Ins. v. David A. Bramble, Inc. (18) 1900-1
- O'Reilly v. Allstate Ins. (5) 950-3
- Panorama Village v. Allstate Ins. (12) 950-19
- Randolph v. State Farm Fire & Cas. (11) 950-9
- Singh v. Allstate Ins. (11) 950-16
- S. Wallace Edwards & Sons v. The Cincinnati Ins. Co. (16) 950-40
- Trinity Baptist v. Federal Kemper Ins. (4) 950-4
- Troxell v. American States Ins. (5) 950-4
- Vaubel Farms v. Shelby Farmers Mut. (16) 950-27
- Wagnon v. State Farm Fire & Cas. (10) 950-15
- Williams v. Prudential P&C Ins. (4) 950-10

Limits:

- of Liability..... Tab & Section 700**
- Allstate Ins. v. Evans..... (4) 140-1
- Associated Elec. v. Houston Oil..... (3) 360-1
- Barr v. Colorado Ins. (9) 850-3, (9) 1850-4
- Bellefonte Reins. v. Aetna Cas. (3) 900-2

Limits:

of Liability (cont.)

- Coates v. Northlake Oil..... (2) 800-3
- Connecticut Ins. v. Union Carbide (4) 850-1
- Connecticut Med. Ins. v. Kulikowski (20) 1000-12
- Cooper v. Huddy (4) 850-6
- Embrey v. Royal Ins..... (12) 400-1
- Farm Bureau Ins. v. Martinsen..... (15) 125-4
- FDIC v. Mmahat & Duffy..... (3) 255-3, (3) 700-4
- Gibbs v. Armovit..... (3) 105-3
- Great West Cas. v. Cote (18) 420-1
- Guilfoy v. USAA (18) 125-2
- Harnischfeger Corp. v. Harbor Ins. (3) 760-6
- Herron v. Schutz Foss Architects..... (10) 190-1
- Integon Indem. v. Universal Und..... (9) 1600-2
- Levier v. Koppenheffer (8) 140-4
- Moholland v. Empire Fire & Marine (12) 400-2
- National Serv. Ind. v. Transamerica (6) 760-8
- Novak v. American Family Mut. Ins. (7) 135-5
- Oglesby v. Liberty Mut. Ins. (5) 850-6
- Rader v. Johnson (9) 525-3, (9) 1600-1
- Reliance Ins. v. IRPC, Inc. (18) 1900-1
- RLL Ins. v. Highlands on Ponce (19) 950-8
- Schneider Nat'l Transp. v. Ford Motor (14) 750-5
- U.S. Fire v. General Reins. .. (5) 195-11, (5) 750-1
- Valley Med. v. Pennsylvania P&C Ins. Guar. (18) 850-2
- Waste Mgmt. v. Transcontinental Ins. (20) 750-6
- Winters v. State Farm Fire & Cas. (9) 950-15
- Yaffe Cos. v. Great Am. Ins. (20) 750-13

Exhaustion

- Aetna Cas. & Sur. v. Sullivan (5) 135-2
- Brown v. Lumbermens Mut. Cas. (2) 135-15
- Commercial Union v. Pittsburgh..... (1) 135-20
- Continental Cas. v. Farmers Ins. (8) 135-4
- Country Mut. Ins. v. Anderson..... (7) 140-2
- Home Ins. v. American Home (2) 750-10
- Millers Mut. Ins. v. Iowa Nat'l Mut. (1) 750-5
- Nationwide Mut. Ins. v. Simmonds (7) 135-2
- Phoenix Phase I v. Ginsberg (1) 750-12
- Underwriters Guarantee v. Nationwide... (4) 135-5

Liquor Liability Exclusion

..... Section 230

- Acceptance Ins. v. Seybert..... (13) 225-1
- Beukema v. Yomac, Inc. (9) 850-1
- Brault v. Acceptance Indem. Ins. (8) 170-5
- DeJonge v. Mutual of Enumclaw (6) 150-6
- Illinois Ins. Exch. v. Scottsdale Ins. (9) 135-19
- Lampliter Dinner v. Liberty Mut. (1) 140-9
- Newell-Blais v. Shelby (1) 170-4, (1) 230-3
- Professional Und. v. Freytes & Sons (3) 150-7
- Sherman v. Cabildo Constr. (1) 140-9

Loading and Unloading

- Allied Mut. Ins. v. Home Ins..... (3) 1700-10
- American Fam. v. Allied Mut. (10) 210-1
- Assicurazioni Generali v. Public Serv..... (9) 210-6
- Cawthorn v. Waco Fire & Cas. Ins..... (2) 1700-10
- Container v. McKenzie (9) 615-1, (9) 1700-9
- Croom's Transp. v. Monticello Ins..... (10) 210-1
- First Financial Ins. v. National Indem. (8) 210-4
- Fiscus v. Universal (2) 525-12, (2) 1700-12
- Foremost Ins. v. Levesque (17) 210-5
- Forsythe v. Teledyne Turner Tube (1) 1700-20
- Granite State v. TransAmerican (1) 235-14, (1) 1700-16
- Greentree Assoc. v. USF&G (6) 1700-1
- Kennedy v. Jefferson Smurfit..... (10) 1700-9
- Koch Asphalt v. Farmers Ins. Grp..... (2) 1700-13
- Maine Mut. v. American Int'l (9) 210-1
- Marcum Trucking v. USF&G (7) 360-2
- National Union v. Transportation Ins. (13) 1700-3
- Nationwide Mut. v. Great West..... (10) 1700-4
- Neuman v. Wakefern Foods (1) 1700-16
- Pecos Valley v. Fireman's Fund (1) 1700-14

Loading and Unloading (cont.)

Pisaneschi v. Turner Constr. (14) 1700-3
Potenzzone v. Annin Flag Co. (20) 1700-1
 Ruge v. Utica First Ins. (19) 210-2
 Shoreland v. Alexander (7) 210-1
 Travelers Ins. v. Aetna Life & Cas. (4) 210-2
 Truck Ins. Exch. v. Home Ins. (6) 1700-14
 Wilshire Ins. v. Home Ins. (8) 1700-2

Loaned Vehicle (See Automobile:**Loaned)****Loss:**

Affiliated FM v. Owens-Corning (7) 800-1
 American States v. Herman C. Kempker Constr. (14) 110-15, (14) 120-9
 American States v. Martin (9) 120-1, (9) 125-2
 Anthem Electronics v. Pacific Employers Ins. (15) 120-1
 Archon Invs. v. Great Am. Lloyd's Ins. (18) 165-3
AT&T Corp. v. Clarendon Am. Ins. (20) 1850-6
August Entertainment v. Philadelphia Indem. Ins. (20) 1850-1
 Bank of Okla. v. Continental Cas. (6) 950-7
 Bituminous Cas. v. Gust K. Newberg (4) 120-2
 City of Burlington v. Western Sur. (12) 1900-4
 Continental Cas. v. Superior Ct. (14) 120-6
 Diamond State Ins. v. Chester-Jensen (5) 135-13
 DiMambro-Northend v. United Constr. (2) 120-5
 Ferrell v. West Bend Mut. Ins. (17) 120-4, (17) 180-7, (17) 400-1
 Fitness v. Pa. Gen. (2) 120-5, (2) 320-1
 Fremont Indem. v. Special Earth Equip. (1) 105-20, (1) 120-10, (1) 320-9, (1) 515-13
 Gibraltar v. Commonwealth (3) 1950-4
 Harborside Refrigerated v. Iarw (1) 135-18
 Helder Ind. v. Atlantic Mut. Ins. (2) 320-6
 Hommel v. George (3) 120-6
 Houston Petroleum v. Highlands Ins. (5) 135-15
 Level 3 Comm. v. Federal Ins. (14) 1850-3
 New Life Brokerage v. Cal-Surance Assoc. (16) 1000-4
 Nu-Pak v. Wine Specialties Int'l (14) 310-5, (14) 320-4
 Port Auth. v. Affiliated FM Ins. (15) 950-2
 *Ranger Ins. v. Globe Seed & Feed. (6) 1000-13
 Reinsurance Ass'n v. Timmer (14) 110-14, (14) 120-8, (14) 310-6
 Safeco Ins. v. Andrews (3) 120-7
Southcentral Employment v. Birmingham Fire Ins. (20) 1000-2
 Tyler v. Motorists Mut. (14) 925-1
 VBF, Inc. v. Chubb Grp. (14) 310-2, (14) 320-1
Wausau Underwriters Ins. v. United Plastics Grp. (20) 320-1
 Wilson v. Farmers Ins. Exch. (15) 950-4

Known

Allianz Ins. v. Guidant Corp. (17) 110-1, (17) 180-5
Allmerica Fin. v. Certain Underwriters (20) 750-9
 American Motorists Ins. v. General Host (5) 110-12, (5) 115-16, (5) 220-14
 Astro Pak v. Fireman's Fund Ins. (8) 115-9
 Buckeye Ranch v. Northfield Ins. (18) 190-1
 City of Okanogan v. Cities Ins. Ass'n (7) 110-7
 City of Redmond v. Hartford (10) 110-15
 Cullen v. Commonwealth (7) 105-1 (7) 330-1
 Domtar v. Niagara Fire (10) 115-7, (10) 330-1
 General Housewares v. National Sur. (13) 115-5
 Grey Direct v. Erie Ins. (19) 170-12
 Hillhaven Properties v. Sellen Constr. (10) 950-7
 Hoang v. Monterra Homes (17) 165-41
 INA v. Kayser-Roth (13) 170-7
 Inland Waters v. National Union (7) 115-3
 Lennar Corp. v. Great Am. Ins. (18) 305-2, (18) 310-2, (18) 520-5
 Missouri Pac. v. American Home (9) 115-5

Loss:**Known (cont.)**

Mutual of Enumclaw Ins. v. USF Ins. (19) 530-10
 Outboard Marine v. Liberty ... (5) 115-1, (5) 220-1
 Overton v. Consolidated Ins. (15) 115-2, (15) 120-4
 Pittston v. Allianz Ins. (10) 115-12
 Public Util. v. International Ins. (8) 520-2
 St. Paul v. Lefton Iron (11) 115-8
 South Macomb v. American Ins. (10) 105-15, (10) 135-8, (10) 220-14, (10) 1400-17
 State of Wis. v. Hydrite Chem. (18) 515-2
 Stonehenge v. Employers... (12) 115-6, (12) 120-4
 Two Pesos v. Gulf Ins. (8) 1400-8
 U.S. Liab. Ins. v. Selman (8) 115-10
 Westchester Fire v. G. Heileman Brewing (13) 150-13, (13) 170-5, (13) 410-3
 Westchester Fire v. Gulf Coast Rod, Reel & Gun Club (14) 110-13
 Wooddale Bldrs. v. Maryland Cas. (17) 525-10

of Use

American Home Assur. v. Libbey-Owens-Ford ... (1) 105-25, (1) 120-13 (1) 170-12, (1) 325-3
 America Online v. St. Paul Mercury Ins. (16) 120-3, (16) 320-1
 Continental Ins. v. Bergquist (2) 105-3
 Corder v. William Smith Excavating (14) 110-7, (14) 350-1
 Ellsworth-William v. United Fire (5) 315-1
 F&H Const. v. ITT Hartford Ins. (17) 120-2
 Fitness v. Pa. Gen. (2) 120-5, (2) 320-1
 Guelich v. American Protection Ins. (2) 120-15
 Hallar Ent. v. Hartman (5) 320-2
 Hayden v. Mutual of Enumclaw (12) 150-4, (12) 315-4
 Ide v. Farm Bur. Mut. Ins. (9) 120-11
 Imperial v. High Concrete. (2) 255-4, (2) 320-8
Lamar Homes v. Mid-Continent Cas. ... (20) 165-6
 Lucker Mfg. v. Home Ins. (7) 120-4
 M. Mooney Corp. v. USF&G (6) 120-4, (6) 325-2, (6) 350-1
 Magnetic Data v. St. Paul (2) 110-14, (2) 110-22, (2) 120-10, (2) 305-5, (2) 120-18, (2) 305-6, (2) 320-9, (2) 320-11
 Mapes Ind. v. USF&G (10) 120-1
 Modern Equip. v. Continental Western Ins. (16) 320-6
 Production Sys. v. Amerisure Ins. (17) 120-1
 Riley Stoker v. Fidelity & Guar. (8) 315-1
 Spada v. Unigard Ins. (16) 120-9
 Terra Int'l v. Commonwealth Lloyd's ... (6) 120-3
 U.S. Fire v. Good Humor. (6) 315-5, (6) 325-3
 University Mech. v. Puritan Ins. (1) 120-13
 Valmont Energy Steel v. Commercial Union (16) 320-5
 Wagner v. Milwaukee Mut. (2) 120-9, (2) 220-7
 Wisconsin Label v. Northbrook P&C ... (12) 120-3

Malicious Prosecution

Aetna Life v. Northern Trust (2) 1400-9
 American Family Mut. v. McMullin (7) 105-1
 American States Ins. v. McGuire (2) 150-5
 Atlantic Mut. v. Atlantic Datacom (11) 1400-6
 City of Erie v. Guarantee Nat'l (10) 1400-4
 Clemons v. State Risk Mgmt. Trust Fund (16) 110-20, (16) 130-2
 Coleman v. Gulf Ins. (1) 140-9
 Davidson v. Cincinnati Ins. (4) 1400-3
 Employers Mut. v. Cedar Rapids (9) 135-11
 Fluke Corp. v. Hartford (13) 130-1, (13) 180-3, (14) 130-1
 Global NAPs v. Federal Ins. (16) 1400-1
Hampton v. Carter Enters. (20) 105-4
 Harad v. Aetna Cas. (2) 255-2, (2) 1400-10
 Hillenbrand, Inc. v. INA (15) 140-7
 Ledford v. Gutoski (7) 110-13
 Lunsford v. American Guar. & Liab. (7) 1400-9
 Morgan v. Dade Und. (6) 130-2, (6) 1400-4
 Newfane v. General Star Nat'l Ins. (17) 1800-1

Malicious Prosecution (cont.)

Reames v. State Farm (9) 125-1, (9) 130-1
 Royal Indem. v. Werner (5) 1400-13
 Sam Z. Scandaliato v. First East (7) 1400-10
 Spiegel v. Zurich Ins. (10) 1400-9
 Thompson v. Maryland Cas. Co. (16) 1400-20
 William Templeman Co. v. Liberty Mut. (13) 1400-5
 Zurich Ins. v. Peterson (2) 1400-8

Malpractice:**Accountant**

Ruel v. Fremont Indem. (6) 255-11

and Professional Services**Exclusion..... Section 255**

Home Indem. v. Mead Reins. (3) 135-8
 Macon-Bibb Cty. v. Continental (3) 1700-7

Legal

American Guar. & Liab. v. Keiter (16) 1000-8
 Bank of La. v. Mmahat, Duffy (6) 190-2
 Chalk v. Trans Power Mfg. (3) 190-1
 Chicago Title v. American Guar. & Liab. (16) 180-37
 Continental Cas. v. Calinger (15) 1000-11
 Eagle Am. Ins. v. Nichols (14) 190-1, (14) 700-8, (14) 1000-7
Garland, Samuel & Loeb v. American Safety Cas. Ins. (20) 1000-7
 Jones v. Allstate Ins. (15) 145-5
 Kim v. O'Sullivan (19) 140-1
 Root v. American Equity Spec. Ins. (17) 190-1
 Shaya B. Pacific, LLC v. Wilson, Elser, Moskowitz, Edelman & Dicker (19) 515-9
 Silverberg v. Great Southwest Fire (3) 1800-3
 Universal Underwriters Ins. v. Judge & James (19) 180-8
 Wilson v. Continental Cas. (15) 180-1

Medical (See also Incidental Medical**Malpractice)**

Alpha Therapeutic v. St. Paul Fire (3) 255-1
 American Continental v. American (8) 525-3
 American Physicians Assur. v. Schmidt (18) 140-9
 Carrozza v. Greenburg M.D. (19) 850-3
 Columbia Cas. v. CP Nat'l (16) 700-3
 D'Auria v. Zurich Ins. (1) 105-23
 Duke Univ. v. St. Paul (3) 255-2
 Florida Patient's Comp. v. St. Paul (3) 530-4
 Guidry v. Garrett (6) 1000-4
 Hartford Cas. v. Medical Protective (7) 170-7
 Jayakar v. North Detroit Gen. Hosp. (3) 135-2
 Langley v. Mutual Fire (2) 190-5
 L.T. v. M. Chandler, M.D. (18) 150-4
 McCarthy v. Berman (9) 255-1
 Medical Mut. Liab. v. Evans (6) 140-9
 Medical Mut. Liab. Ins. Soc'y v. Goldstein (18) 190-1, (18) 850-1
Medical Protective Co. v. Kim (20) 140-9, (20) 190-1, (20) 545-1
 Mirkin v. Medical Mut. Liab. (3) 540-1
 Mutual Fire v. Vollmer (1) 190-1
 National Fire Ins. v. Bartolazo (8) 190-1
 New England Ins. v. Healthcare Underwriters (15) 140-3, (15) 185-1
 N.K.K. v. St. Paul (9) 190-5
 Paradigm Ins. v. Langerman Law (14) 145-1
 Penton v. Hotho (5) 525-11
 Potomac Ins. v. Jayhawk Med. (12) 255-2
 RCA Mut. Ins. v. Sanborn (9) 700-6
Rogers v. Chicago Ins. (20) 140-6
 St. John's v. American Cas. (5) 760-18
 St. Paul v. Armas (2) 190-5
 St. Paul v. Edge Mem. (5) 170-4, (5) 190-14
 Shelter Ins. v. Hildreth (14) 255-1
 Smith v. Sitomer (3) 410-1
 Stover v. Garfield (14) 1000-1
 Stumpf v. Continental Cas. (3) 135-6, (3) 515-4
 Travelers Indem. v. American Cas. (15) 750-1

Malpractice—Named Insured's

Malpractice:

Medical (cont.)

- Welch v. McLean (17) 170-5
Wiltshire v. Government of the V.I. (3) 700-3

Mandamus

- In re American Dynasty Surplus Lines
..... (16) 180-16
In re Lockheed Martin Corp. (20) 180-12

Mandatory Insurance (See also Duty To Procure Insurance)

- Commercial Underwriters v. Aires Envtl.
..... (14) 515-2
Country Mut. v. Federated Mut. (13) 1600-1
Dakota, Minnesota & Eastern R.R. v. Heritage
Mut. (14) 235-3
Equity Mut. v. Spring Valley (1) 1700-9
Farm Bureau v. Alamo Rent-A-Car (13) 525-5
Fellhauer v. Alhorn & Enterprise Rent
..... (18) 760-2
Harstead v. Diamond (11) 525-12, (11) 1700-15
Heritage Mut. Ins. v. Wilber (14) 210-2
Integon v. Universal (12) 525-5, (12) 1700-7
John Deere Ins. v. Allstate Ins. (11) 1600-3
Larimore v. American Ins. (2) 235-7
Madison Mut. v. Universal Und. (6) 1700-8
McLeod v. Nationwide Mut. Ins. (7) 1600-2
Northland Ins. v. Schubert (9) 235-3
Pekin Ins. v. Fidelity & Guar. Ins. (17) 525-13
Potenzone v. Annin Flag Co. (20) 1700-1
Progressive Northern Ins. v. Universal
Underwriters Ins. (18) 1600-1, (18) 1600-1
Progressive Univ. Ins. v. Liberty Mut.
..... (17) 1700-2
RLI Ins. v. Pike (10) 135-3
Smith v. Shelter Mut. Ins. (10) 605-6
State Farm v. Dyer (7) 235-4
State Farm v. Fisher (13) 1700-2
State Farm v. Universal
..... (10) 1600-3, (11) 1600-2
Swank v. Chrysler Ins. (10) 1600-1

Manganese

- Clendenin Bros. v. U.S. Fire Ins. (18) 220-5

Manifest Intent

- FDIC v. National Union Fire Ins. (12) 1900-6
Fireman's Fund v. Special Olympics (16) 1900-1

Manufacturers and Contractors

Liability InsuranceSection 1000 in Binders 1 & 2

- Hartford Acc. v. Joe Dean Contr. (5) 210-5

Maritime Insurance

- American Marine v. Holloway (2) 170-3
Commercial Union Ins. Co. v. Pesante
..... (19) 545-1
In re Lockheed Martin Corp. (20) 180-12
Underwriters at Lloyd's v. Lobarca (14) 950-13

Material Alteration (See Alteration—Material)

MCS-90 Endorsement (See ICC)

Means and Methods

- Harbor Ins. v. OMNI Constr. (3) 255-5

Mechanic's Liens

- Corn Plus Coop. v. Continental Cas.*
..... (20) 165-14, (20) 175-1
Trigiani v. American Title Ins. (3) 1950-3

Medical Malpractice (See

Malpractice: Medical; Incidental Medical Malpractice)

Mental Illness

- Research Note (5) 110-2
State Farm v. Ewing (14) 110-2
State Farm v. Wicka (5) 110-1

Misappropriation

- Del Monte Fresh Produce v. Transportation Ins.*
..... (20) 1400-2
EKCO Grp. v. Travelers Indem. (14) 1400-11
ERA v. Northern Ins. (12) 120-8, (12) 125-4
Lexmark Int'l v. Transportation Ins. . (14) 1400-13
Novell v. Federal Ins. (11) 1400-1
Sentex Sys. v. Hartford Acc. (9) 1400-16
Shefe v. American States Ins. (20) 1400-7
Standard Mut. Ins. v. Patrick F. Mudron
..... (17) 800-3
Stanford v. Federal (12) 170-10, (12) 1900-13
State Auto P&C v. Travelers (16) 1400-9
State Farm v. Steinberg (17) 1400-4
Westfield Ins. Co. v. Factfinder Mktg. Research
..... (20) 1400-3
Zurich Ins. v. Amcor Sunclipse (14) 1400-10

MisrepresentationSection 545

- Allstate Ins. v. Lane (16) 110-13
Allstate Ins. v. Russo (7) 1400-14
Aluise v. Nationwide Mut. (18) 110-1
American States v. Herman C. Kempker Constr.
..... (14) 110-15, (14) 120-9
Bender v. Kansas Secured Title (18) 1950-2
Benjamin v. Dohm (8) 120-1
Binyan Shel Chessed, Inc. v. Goldberger Ins.
Brokerage (17) 620-4
Cahill v. Liberty Mut. Ins. (9) 1400-16
CNA Ins. v. DiPaulo (15) 530-7
Coleman v. Mississippi Farm Bur. Ins.
..... (12) 180-6
Columbia v. Pacesetter (8) 110-10, (8) 120-5
Cunningham & Walsh v. Atlantic (2) 110-9
Davis v. Travelers Indem. (2) 140-2
Design Prof'l's Ins. v. Chicago Ins. (18) 1000-8
Ehlers v. Johnson (5) 120-2
Edwards Dodge v. Pennsylvania Nat'l (2) 270-1
ERA v. Northern Ins. (12) 120-8, (12) 125-4
Farr v. Designer Phosphate (10) 105-11
First Midwest Bank, N.A. v. Stewart Title Guar.
..... (18) 1950-1
First Newton v. General .. (2) 105-16, (2) 1400-13
Freedman v. Cigna Ins. (12) 105-3
GRE v. Metropolitan Boston (8) 255-5
Handley v. Providence Mut. Fire Ins. (18) 620-1
Holz-Her U.S. v. USF&G (13) 110-2
INA Underwriters v. D.H. Forde (1) 545-3
Jimerson v. First Am. Title Ins. (12) 1950-1
Keystone Spray Equip. v. Regis Ins. (13) 360-1
Krueger Int'l v. Royal Indem. (19) 1400-3
Marcel v. Becnel (10) 255-3
McClellan v. Feit (17) 110-6
Newhard, Cook & Co. v. INA (4) 1900-1
Notaro Homes v. Chicago Title Ins. (12) 1950-4
Pension Trust Fund v. Federal Ins. (15) 1900-9
Powers v. USAA (11) 130-2, (11) 140-2
Qualman v. Bruckmoser (4) 120-9
Ratcliff v. International Surplus (3) 1850-2
Robinson v. State Farm ... (13) 130-3, (13) 140-16
St. Paul v. Lippincott (14) 120-7
Samsung Elecs. Am. v. Federal Ins. (19) 125-2
Shafer v. Berger, Kahn, Shafton (15) 140-6
Sheets v. Brethren Mut. Ins. (9) 105-1
Sperry v. Sperry (12) 140-16
Stanford Ranch v. Maryland Cas. (9) 135-15
State Farm v. American Serv. Ins. (15) 150-8
State Farm v. Gwin (8) 105-6
State Farm v. Kessler (9) 120-6

Misrepresentation (cont.)

- Stratford Sch. Dist. v. Employers (10) 190-2
Stream v. Aetna Cas. & Sur. (6) 1000-7
TAG 380, LLC v. ComMet 380, Inc. . (19) 950-26
TIG Ins. v. Homestore (18) 1850-1
Tower Ins. v. Minnesota Holstein
..... (13) 120-1, (13) 320-2
Tradewinds Escrow v. Truck Ins. Exch.
..... (14) 110-15, (14) 255-3, (14) 520-5
Tschimperle v. Aetna Cas. & Sur.
..... (8) 105-6, (8) 120-6, (8) 1400-9
Western Cas. & Sur. v. Hays (3) 110-1
William M. Mercer v. Woods (2) 190-2
Wood v. Safeco Ins. (12) 105-2, (12) 150-2

Mitigation of Damages (See Damages: Mitigation of)

Mobile Equipment Exclusion

- Section 210
Americas Ins. v. Reliance Ins. (12) 1700-1
Indiana Lumbermens v. Timberland (12) 210-5
Stevens v. American Bankers Ins. (8) 210-5

Mold

- Allstate v. Hicks (16) 110-6
Allstate v. Hunter (20) 950-1
Bruce Oakley, Inc. v. Farmland Mut. . (13) 950-17
Century Indem. v. Golden Hills Bldrs. . (14) 315-4
Davis v. Farmers Ins. (18) 175-1
de Laurentis v. USAA (17) 950-29
Fiess v. State Farm Lloyd's
..... (17) 950-17, (19) 950-10
Hayley v. Allstate (17) 950-1
Lundstrom v. USAA (18) 950-22
Nelson v. Hartford Underwriters Ins. . (19) 950-10
Poulton v. State Farm (16) 950-37
Reynolds v. Travelers Indem. (20) 950-15
Shelter Mut. Ins. v. Maples (15) 950-1
Simonetti v. Selective Ins. (17) 950-5
Strader v. Grange Mut. Ins. (15) 950-29
Williams Consol. v. Holdings, Inc. (20) 165-13
Wooddale Bldrs. v. Maryland Cas. (17) 525-10

Money Damages (See Damages)

Mortgage Lien

- Federal Home v. TransAmerican (11) 950-17
First Nat'l Bank v. Motor Club (11) 605-4
United Fire & Cas. v. Fidelity Title Ins.
..... (14) 1950-1
Valley Bank & Trus. v. U.S. Life (2) 950-4

Named Insured's Product/Work

(See also Insured's Product: Component Parts) Sections 315 & 320

- Auto-Owners Ins. v. Newman* (20) 165-11
B. Useldinger v. Hangsleben
..... (6) 320-2, (6) 320-3
Canal Indem. v. Blackshear Farmers (11) 360-1
Carpenter v. Lafayette Woodworks (3) 105-4
Diamond State v. Chester-Jensen (5) 135-13
Dodson Constr. v. St. Paul Ins. (4) 315-1
Erie Ins. Exch. v. Colony Dev.
..... (16) 165-13, (16) 255-4
Federated Serv. Ins. v. R.E.W. (2) 315-11
Florida Farm Bur. Mut. Ins. v. James (6) 135-2
Gar-Tex v. Employers (2) 315-3, (2) 350-5
Harford Mut. v. Woodfin Equities (10) 180-1
Holsum Foods v. Home Ins. (4) 320-1
Home Indem. v. Wil-Freds (5) 315-4
Lafarge v. Hartford Cas. (8) 310-3, (8) 410-5
Lee Builders, Inc. v. Farm Bureau Mut.
..... (17) 165-46
LISN v. Commercial Union Ins. (7) 310-1

Named Insured's Product/Work (cont.)

Mapes Ind. v. USF&G(10) 120-1
 Mid-United v. Providence ... (2) 315-12, (2) 350-3
Millers v. Gambone Bros. Dev.(20) 165-14
Natchitoches Parish Sch. Bd. v. Shaw(7) 310-1
Nationwide v. Regional (9) 150-2, (9) 180-2
Olympic v. Centennial(3) 325-1, (4) 325-1
Parker v. Dubus Engine(3) 320-3
Peerless Ins. v. Wells(3) 310-3
Portal Pipe Line v. Stonewall Ins.(6) 110-9
Process Systems Intl. v. Continental(10) 320-2
The Rivers v. Schwartz(3) 310-4, (3) 350-2
R.N. Thompson v. Monroe(11) 105-6, (11) 120-1
Seabulk Offshore v. American Home Assur.(17) 605-1
Simon v. Shelter Gen. Ins.(6) 310-1
Stratton & Co. v. Argonaut Ins.(9) 315-1
Stuart v. Weisfog's Showroom Gallery(19) 110-2, (19) 165-1
Supreme Svcs. & Specialty v. Sonny Greer, Inc.(18) 315-1
Truck Ins. Exch. v. Heman(3) 550-2
Western World Ins. v. Carrington(2) 315-8

Necessary or Incidental

Scottsdale Ins. v. Glick (3) 1100-12, (3) 1100-1
State of Alaska v. Underwriters at Lloyds(2) 605-1, (2) 1100-2

Negligence

Adelman v. Associated Int'l Ins.(14) 950-5
 ALD Concrete v. Chem-Masters(10) 320-1
Allstate Ins. v. Disability Svcs. of the Sw.(17) 255-1
Centennial v. Neyer, Tiseo & Hindo(8) 255-1
Jeb Travel v. Connecticut Indem.(18) 1000-3
Kovesdy v. Utica Fire Ins.(11) 230-4
Kransco v. American Empire(13) 140-13
Littrell v. Colony Ins.(11) 225-2
Makrigiannis v. Nintendo of Am.(17) 610-1
Miami Beach Ent. v. First Oak(9) 225-7
Raymond Corp. v. National Union Fire Ins.(17) 610-2
Stover v. Garfield(14) 1000-1
Transport Int'l Pool v. Continental Ins.(17) 135-3, (17) 615-6
Washington v. Spurlock(11) 225-6

Negligent (See Entrustment; Misrepresentation; Supervision)

No Action ClauseSection 520

Alliance Synd. v. Parsec, Inc.(13) 310-14
County of San Diego v. Ace P&C Ins.(18) 170-9
McNally v. Providence Wash. Ins.(10) 180-12

No Fault (See also Automobile)

Barnes v. Whitt(6) 760-5
First Ins. v. Lawrence (8) 125-1, (8) 700-3
Florida Int'l Indem. v. Guest(9) 1700-2
Mutual Serv. Cas. v. West Bend(12) 1600-1
Proctor v. Rapid Group(5) 760-21

Nonprofit Corporation or Organization (See Corporation; Nonprofit)

NonrenewalSection 540

Hoelt v. U.S. Fire Ins.(3) 540-1
McClellan v. Feit(17) 110-6

Non-Waiver Agreement ...Section 160

Notice:.....Section 515

First Bank v. Fidelity & Dep.(10) 140-3
Maryland Cas. v. Ben-Hur(9) 190-4
St. Paul v. Metropolitan Urology(8) 190-8
Shaheen v. Home (11) 190-3, (11) 1000-5
U.S. Fire Ins. v. Fleekop(9) 190-1

Constructive

Emergency Med. Svcs. v. St. Paul Mercury Ins.(20) 515-8
Hasbrouck v. St. Paul(7) 190-8
Shelby Steel Fabricators v. USF&G(3) 160-2

Late (See Late Notice)

Period

Nathe Bros. v. American Nat'l Fire(13) 950-16
Serrmi Prod. v. Insurance Co. of Pa.(5) 190-11

Nuclear Incident Exclusion

Sumitomo Marine v. Cologne Reins.(3) 900-1

Occurrence: (See also Trigger of Coverage).....Section 105

ACS Constr. v. CGU(16) 165-1
Agency of Natural Res. v. U.S. Fire Ins.(14) 115-1
American v. Neville (2) 115-14, (2) 220-4
American Home v. AGM Marine Contractors(19) 320-4
Amerisure v. Wurster Constr.(17) 165-25
Atlantic Mut. Ins. v. Gula(20) 255-2
Auto-Owners Ins. v. Marvin Dev.(14) 360-1
Auto-Owners Ins. v. Pozzi Window Co.(20) 165-1
Braswell v. Faircloth(3) 115-6
Britamco Und. v. Grzeskiewicz(7) 225-3
Colomb v. USF&G(2) 135-18
Columbia Cas. Co. v. Westfield Ins. Co.(17) 110-10
Davis v. Farmers Ins.(18) 175-1
Doyle v. Engelke (11) 110-4, (11) 125-2, (11) 1400-14
General Acc. Ins. v. Manchester(1) 110-18
Grimes Constr. v. Great Am. Lloyd's Ins.(18) 165-15
Hartford Acc. v. ACE Am. Reins.(20) 900-2
Hawkeye-Sec. v. Vector Constr.(3) 315-5
J.S.U.B., Inc. v. U.S. Fire(17) 165-48
Kvaerner Metals v. Commercial Union(15) 165-6
Maryland Cas. v. W.R. Grace & Co.(10) 515-10
Motorola v. Associated Indem.(16) 125-1
New Hampshire BBs v. Aetna(8) 115-1
Newmont v. Hanover(1) 135-13, (1) 545-2
North Am. Treatment v. Scottsdale Ins.(19) 165-13, (19) 255-2
Peper's Steel & Alloys v. USF&G(2) 115-7
Serigne v. Wildey(6) 315-4
Silk v. Flat Top Constr.(8) 310-2
Swift v. Fitchburg Mut. Ins.(11) 270-3
Trans World Air v. Associated Aviation Und.(14) 220-2
Travelers v. Moore & Assoc.(19) 165-17
USF&G v. Armstrong (1) 110-19, (1) 220-8, (1) 255-8
Viking Const. Mgmt., Inc. and Continental Cas. Co. v. Liberty Mut. Ins. Co.(17) 165-43
Webster v. Acadia Ins.(20) 165-3
Webster County Solid Waste Auth. v. Brackenrich & Assoc.(17) 165-50, (17) 255-1, (17) 360-1
West Bend Mut. v. Iowa Iron Works(6) 220-4
Westman Ind. v. Hartford(2) 320-3, (2) 360-2

Insured's Duties in Event ofSection 515

Number of

Addison Ins. v. Fay(20) 700-1

Occurrence:

Number of (cont.)

American Commerce v. Minnesota(8) 105-3
American Home v. Ozburn-Hessey(5) 150-7
Atchison, Topeka & Santa Fe R.R. v. Stonewall Ins.(16) 760-2
Auber v. Jellen (9) 700-2, (9) 1000-1
Carpenter Tech. v. Admiral Ins.(13) 850-1
Christ Lutheran v. State Farm(9) 700-1
Continental Cas. v. Brooks(11) 1000-5
Continental Cas. v. First Arlington(2) 190-2
CSX Transp. v. Continental Ins.(9) 700-7
Diocese v. Interstate Fire (9) 110-7, (9) 170-8
Doe v. Illinois State Med.(4) 105-3, (4) 150-8
Donegal Mut. v. Baumhammers(18) 105-4, (18) 110-7
Dow Chemical v. Associated Indem.(3) 700-1
Empire Cas. v. St. Paul(2) 750-19
Eureka Fed. v. American (2) 520-2, (2) 700-3
Flemming v. Air Sunshine(15) 700-1
General Acc. v. Allen (11) 105-10, (11) 110-9
Hartford v. Medical Protective(7) 170-7
H.E. Butt v. National Union(11) 105-7
Heggem v. Capitol Indem.(19) 105-6
Helmick v. Jones (8) 700-2, (8) 1600-1
Insurance Corp. of Am. v. Rubin(5) 105-1
International Flavors & Fragrances v. Royal Ins.(20) 115-1
Jefferson Parish v. Fidelity & Dep.(10) 105-5
Karen Kane v. Reliance(12) 700-2, (12) 1900-8
Lee v. Interstate Fire & Cas.(9) 105-3
London Market Insurers v. Superior Court(19) 105-4
Maryland Cas. v. Hanson(19) 170-14
Mason v. Home Ins.(2) 105-14, (2) 700-3
Mead v. Granite State(2) 105-15, (2) 170-6
Metropolitan Life Ins. v. Aetna(13) 105-4
Miley v. Continental Ins.(8) 105-1
National Chiro. v. Morgan(6) 700-1
Nicor, Inc. v. Associated Elec. & Gas(19) 700-1
North River Ins. v. Huff(1) 105-26
PECO Energy v. Boden(8) 950-4
Penalosa Co-op v. Farmland Mut.(3) 105-2
Preferred Risk Mut. Ins. v. Watson(10) 105-12
Ran-Nan v. General Acc. Ins.(13) 105-3
R.C. Diocese v. Interstate Fire(10) 170-4
RLI Ins. v. Simon's Rock Early Coll.(14) 105-9
Robben & Sons Heating v. Mid-Century Ins.(16) 700-1
Royal Ins. v. Caliber One Indem.(19) 530-4
Travelers v. Olive's(2) 105-15, (2) 700-4
U.E. Texas One v. General Star(15) 700-5
Unigard Ins. v. USF&G(2) 105-9, (2) 410-4
Universal Underwriters v. Ford(12) 700-1, (12) 1900-2
Village of Camp Point v. Continental(4) 1000-1
Washoe Cty. v. Transcontinental Ins.(7) 105-2
World Trade Ctr. v. Hartford Fire(16) 180-18, (16) 950-16

Timing of

American Home Assur. v. Libbey-Owens-Ford(1) 105-25, (1) 120-13, (1) 170-2, (1) 325-3
Draft Systems v. Alspach(1) 105-22, (1) 160-2
Frankenmuth Mut. Ins. v. Eurich(2) 105-11
Jostens v. CNA (2) 105-2, (2) 170-1, (2) 400-1
Kootenai Cty. v. Western(2) 135-13, (2) 515-7
Michigan Chemical v. Travelers(2) 105-6
Mraz v. Canadian Universal Ins.(1) 105-24
Pine Oak Builders v. Great Am. Lloyd's(19) 165-2
USF&G v. Houf(1) 105-22, (1) 275-1, (1) 360-22

Omnibus:

Clause (See also Permissive User)

Associated Int'l Ins. v. Blythe(14) 1700-9
Christensen v. Milbank Ins.(15) 1700-5

Words & Phrases

Omnibus:

Clause (cont.)

Cordova v. Wolfel (8) 760-6
 Dennison v. Liberty Mut. Ins. (8) 1700-3
 Fisher v. USF&G..... (4) 1700-2
 *Georgia Mut. Ins. v. Rollins..... (6) 525-9
 Guaranty Nat'l v. State Farm
 (3) 525-4, (3) 530-1
 Kettner v. Wausau Ins. (8) 1700-4
 Kolby v. Northwest Produce (7) 1700-4
 Mitchell v. Regional Transit Auth..... (6) 760-2
 Pawtucket Mut. Ins. v. Hartford Ins.
 (14) 310-7, (14) 1700-11
 St. Paul v. Schilling (7) 235-3
 Stanfield v. Hartford Acc. & Indem..... (4) 1600-2
 State Farm v. James..... (12) 235-1, (12) 605-4
 Transportation Ins. v. Failing (1) 1700-14
 United Serv. Auto. Ass'n v. Travelers..... (3) 525-9
 Universal Underwriters v. Weber..... (1) 1600-12
 Vanliner Ins. v. Sampat (15) 1700-10
 Veillon v. Urban (6) 1700-6
 Watson v. Sanders (5) 760-22

Coverage

Andrews v. Columbia Cas..... (19) 1600-2
 Chambers v. Agency Rent-A-Car (7) 760-8
 Northland Ins. v. Zurich Am. Ins. (20) 235-9

Operations Performed by

Adman Products v. Federal Ins. (2) 350-5
 Milano v. Board of Comm'r..... (10) 615-17
 Scottish & York v. Ensign Ins. (1) 135-24

Ordinance or Law Exclusion

Bering Strait Sch. Dist. v. RLI Ins. (7) 950-4
Citizens Prop. Ins. v. Ueberschaer..... (20) 950-6
 Podiatry Ins. v. Isham..... (6) 1000-1
 Sweeney v. City of Shreveport..... (5) 950-11

Other Insurance Section 525

Aetna v. Empire Fire (7) 150-5, (7) 1700-3
 Aetna v. James J. Benes (5) 760-6
 American Concept v. Certain Und. (4) 800-1
 American Cont'l v. American Cas. (12) 750-2
 American States v. Liberty Mut. (10) 615-21
 American States v. McCann..... (6) 1700-17
 Assicurazioni Generali v. Ranger..... (8) 1700-4
 Barron v. Shelter Mut. Ins. (20) 950-18
 Bieda v. Carson Int'l (8) 615-2
 BP Air Conditioning v. OneBeacon Ins.
 (19) 615-17
 Brooks v. Colton (13) 310-13
 Browning v. Pell-mell (13) 1600-4
 Canal Ins. v. Distribution Svcs. (15) 1700-8
 Canal Ins. v. First Gen. Ins. (3) 1700-2
 Chedville v. INA (8) 760-5
 Cole v. Standard Fire Ins. (8) 1600-2
 Continental Cas. v. Coregis Ins. (12) 190-2
 Country Mut. v. Universal Underwriters
 (13) 1600-3
 Empire Fir v. Insurance Co. of Pa. (7) 1700-5
 Farmers Ins. v. Snappy Car Rental..... (7) 760-7
 First Financial Ins. v. Jetco Contracting
 (16) 515-14
 Foremost Cty. Mut. v. Home Indem..... (3) 140-3
 Fremont Indem. v. New Eng. Reins. (3) 190-5
 Government Employees Ins. v. Wilder ... (2) 760-6
 Home Ins. v. Liberty Mut. Ins. (7) 615-2
 Ingleton Gen. v. Universal Und..... (3) 1600-1
 Klaliber v. Dytect Central..... (18) 850-1
 J. Walters Constr. v. Gilman Paper..... (6) 530-6
 Lafleur v. AFTCO Ent. (18) 1700-5
 Lenny Szarek, Inc. v. Maryland Cas. ... (17) 1200-1
 Liberty Mut. v. Thomson (18) 800-6
 Marshall v. Ravitan Valley Disp. (20) 530-11
 Monumental Paving v. Penn. Mfrs..... (13) 950-7
 National Union Fire Ins. v. Lumbermens Mut. Cas.
 (17) 195-1, (17) 615-2

Other Insurance (cont.)

Nationwide Mut. v. Great West Cas. (10) 1700-4
 Oelhafen v. Tower Ins. (6) 800-3
 Park Woods Cmty. Ass'n v. California Ins. Guar.
 Ass'n..... (19) 850-2
 Pecker Iron v. Travelers Ins.
 (15) 615-2, (15) 615-6
 Pekin Ins. v. Allstate Ins. (15) 150-1
 Prestige Cas. v. Michigan Mut. Ins. (9) 1700-5
 Progressive Am. Ins. v. Nationwide Ins.
 (19) 140-3
 Railhead Freight Sys. v. U.S. Fire Ins. ... (4) 1700-5
 Ryan v. Knoller (10) 1700-12
 St. Paul v. American Int'l Specialty Lines
 (16) 530-11
 St. Paul v. Lexington Ins. (9) 150-8
 St. Paul v. Vigilant Ins. (3) 135-9
 Scottsdale Ins. v. State Farm (17) 1700-7
 Smith v. Neumann..... (11) 1000-2
 Smith v. Wausau Underwriters Ins. (12) 750-3
 State of Idaho v. Continental Cas. (8) 760-3
 Travelers v. Century Sur. (16) 170-13
 Treder v. LST, L.P. (16) 750-2
 20th Century Ins. v. Liberty Mut. Ins. (5) 700-1
 Underwriters at Lloyd's v. Pike..... (5) 950-18
 USAA v. Universal Underwriters (5) 1600-2
 U.S. Fire Ins. v. Aetna Life & Cas. (10) 615-19
 Weimer v. Country Mut. .. (11) 400-2, (11) 1700-7
 Wyoming Ins. Guar. Ass'n v. Allstate.... (6) 850-8
 Zurich Ins. v. Walsh Constr. (17) 515-3

Owned:

Business Exclusion

Morris v. Valley Forge Ins. (4) 1000-3
 Mount Airy Ins. v. Greenbaum (10) 1000-1
 Potomac Ins. v. McIntosh..... (4) 1000-11
 Schenkel & Shultz v. Homestead Ins. ... (10) 1000-2

Property (See Property: Alienated, Owned)

Property Exclusion

Allied Mut. Ins. v. Universal Underwriters Ins.
 (15) 525-8
 Bausch & Lomb v. Utica Mut. Ins. (12) 115-1
Metro Props. v. National Union Fire Ins. Co
 (20) 625-1
 Reese v. Travelers Ins. (10) 135-4
 Webster v. Acadia Ins. (20) 165-3

Owners:

and Contractors Coverage

Affiliated FM Ins. v. Patriot Fire Protection
 (16) 530-7
Alea London v. Lee..... (20) 235-1
 INA v. Travelers Ins. (11) 150-10, (11) 615-25
Marchant v. Travelers Indem. (20) 545-8
 North Star Reins. v. Continental Ins. (6) 530-3
 Pepper Constr. v. Cas. Ins. (1) 145-4
 Texas United v. Burt Ford
 (1) 135-17, (1) 1000-5
Weitz Co. v. Mid-Century Ins. (20) 615-6
 Zurich Ins. v. Principal Mut. (13) 135-7

as Additional Insureds..Section 615

Landlords, and Tenants Liability

Insurance Section 1100

Admiral Ins. v. Feit Mgmt..... (15) 220-2
 Allstate Ins. v. Brown..... (7) 110-4
Auto-Owners Ins. v. Reed..... (20) 220-2
 First Specialty Ins. v. Flowers..... (19) 225-1
 Frankenmuth Mut. Ins. v. Piccard (5) 110-17
 Haylock v. Jerusalem Temple (4) 605-5
 Miller v. Benson (3) 230-1
 Sheffield Ins. v. Lighthouse .. (2) 230-1, (5) 230-4
 State Street Bank v. INA (3) 255-6
 United Nat'l Ins. v. Parish (12) 225-2

Partnership

Carpenter v. Federal Ins. (7) 605-1
 Continental Cas. v. Pro Machine..... (19) 605-1
 Continental Cas. v. Superior Ct. (14) 120-6
 Grotelueschen v. American Family..... (6) 605-1
 Jeffer v. National Union Fire Ins. (10) 1000-3
 Mount Airy Ins. v. Greenbaum (10) 1000-1
 Smith v. Neumann..... (11) 1000-2
 United Farm v. Schult (5) 235-2, (5) 605-1

Patent Infringement (See Copyright/ Trademark & Patent Infringement)

Penalties and Fines

City of Fort Pierre v. United Fire (3) 1800-4
 Collins & Aikman v. Hartford Acc. (7) 130-1
 Continental Cas. v. Brady ... (8) 410-7, (8) 1000-9
Griswold Prop. v. Lexington Ins. (20) 195-4
 Hofco v. National Union Fire Ins. (5) 1000-8
 Mitchel v. Cigna Prop. & Cas. Ins. (7) 120-2
 Moore v. Louisiana Ins. Guar. Ass'n (5) 850-5
 Mortenson v. National Union..... (13) 1850-6
 St. Paul Fire & Marine Ins. v. Briggs... (4) 1800-5
Thornburgh Insulation v. J.W. Terrill, Inc.
 (20) 105-3
 Weeks v. St. Paul Fire & Marine Ins. (9) 1000-9
 Wellcome v. Home Ins. (6) 1000-9

Performance, Work, or Product:

Construction Cases Section 315
Goods, Products, and Operations
 Section 320

Permissive Use/User (See also

Omnibus Clause)

Adams v. Travelers Indem. (19) 1700-2
 American v. Darv's (2) 525-14, (2) 1600-2
 American Family Ins. Grp. v. Cleveland
 (17) 530-4
 American Mut. v. Aetna..... (3) 1600-1
 American States v. Arnold (9) 135-8, (9) 700-7
 American Tours v. Liberty Mut. Ins. (1) 1700-17
 Bituminous Cas. v. McDowell..... (15) 1700-8
 Burr v. Nationwide Mut. Ins. (2) 1600-1
 Cordero v. Potomac Ins. (14) 800-1
 Country Cos. v. Universal Underwriters
 (16) 170-3, (16) 180-15
 Country Mut. v. Federated Mut. (13) 1600-1
 Eastern Aviation v. Gilbertson (1) 135-26
 Eatman Leasing v. Empire Fire
 (14) 400-1, (14) 1600-1
Edwards v. Mayor of Baltimore (20) 760-1
 Harden v. Monroe Guar. Ins. (6) 1700-13
 Hartford v. Vernon Fire & Cas. (1) 1700-13
 Johnson v. Heritage Mut. Ins. (8) 1600-1
 Leader Nat'l v. American Hardware (9) 1600-3
 Marshall v. Seago..... (19) 1600-1
 Mutual Serv. Cas. v. West Bend Mut. ... (12) 1600-1
 National Serv. Ind. v. Transamerica (6) 760-8
 Nationwide Mut. Ins. v. Ferrin..... (1) 1700-21
 Nautilus Ins. v. I-70 Used Cars (17) 1600-4
 Occidental Fire v. Lumbermens (2) 310-1
 Select Ins. v. Register..... (3) 1700-5
 State Farm v. GTE Hawaiian (9) 150-9
 State Farm v. Universal Und. (10) 1600-3
 Stone v. Liberty Mut. Ins. (10) 1700-11
 Swank v. Chrysler Ins. (10) 1600-1
 Toops v. Gulf Coast Marine (8) 1700-10
 Trus Joist MacMillan v. John Deere Ins.
 (14) 1700-5
 Union Ins. v. Farmland Ins. (1) 1600-15
 Universal Underwriters v. Davis..... (1) 1600-13
 Universal Underwriters v. Michael..... (3) 1700-2
 Universal Underwriters v. Taylor..... (4) 1600-1
 USAA v. Universal Underwriters (5) 1600-1

Permissive Use/User (cont.)

- Warner Trucking v. Carolina Cas. Ins.(11) 1700-1
- Western Motor v. Koehn.....(2) 530-3
- Wiggins v. Universal Underwriters(2) 1600-3
- Winn v. Becker(8) 1600-3
- Zurich v. Amerisure.....(9) 525-5, (9) 1700-7

Personal Injury Liability Insurance

-Section 1400
- Insura P&C Ins. v. Ashe(15) 605-1
- Psychiatric Assoc. v. St. Paul(8) 255-2
- St. Paul Guardian Ins. v. Centrum GS Ltd.(14) 1100-1

Persons Insured

-600 Tab, Section 605
- Allied Mut. Ins. Co. v. Webb.....(14) 1700-7
- Austin P. Keller v. Commercial Union.....(1) 275-1
- Bernard v. Nationwide Mut. Fire.....(6) 1700-16
- Butera v. Attorneys' Title(13) 1950-3
- Cashmere Pioneer v. Unigard Sec.(8) 305-1
- Ceci v. National Indem.(6) 1700-15
- Central Bank v. First Marine Ins.(12) 545-1, (12) 950-11
- Chicago Ins. v. Manterola.....(11) 1000-1
- Fitzpatrick v. American Honda Motor(4) 135-4
- Johnson v. Center Mut. Ins.(8) 195-9, (8) 410-7
- Jolley v. Marquess(20) 1000-3
- Protective Ins. v. Coleman(1) 1700-22
- Safeco Ins. v. Stone & Sons(5) 540-1
- Society Ins. v. Linehan(13) 170-2
- Stansell v. St. Paul(1) 1700-23
- W.S.A., Inc. v. Liberty Mut. Ins.(7) 605-4

Piercing the Corporate Veil

- In re San Juan DuPont Plaza Hotel(8) 605-1
- K&T Ent. v. Zurich Ins.(9) 950-13
- Standard Fire Ins. v. Blakeslee(2) 110-20

Plagiarism (See Copyright)

Police Activities

- Berry v. McLemore(1) 110-22
- Sanabria v. American Home Assur.....(1) 135-11
- Western World Ins. v. Harford Mut. Ins.(1) 135-12, (1) 150-9, (1) 750-7

Pollution: (See also Asbestos;

Hazardous Waste; Lead; Manganese;

Mold)Section 220

- Continental Ins. v. Northeastern Pharm.(2) 105-8, (2) 120-2, (2) 220-2
- Covington Twp. v. Pacific Employee Ins.(2) 135-5, (2) 525-4, (2) 1800-1
- Grant-Southern Iron & Metal v. CNA.....(3) 220-9
- Huffy Corp. v. Superior Ct.(16) 180-24
- Industrial v. Fireman's(2) 105-6, (2) 115-5
- Mraz v. Canadian Universal Ins.(1) 120-16
- Nicor, Inc. v. Associated Elec. & Gas ... (18) 105-1
- Port of Portland v. Water Quality Ins. Synd.(1) 120-16, (1) 515-20, (1) 525-17
- USF&G v. First State Bank & Trust.....(10) 950-7

Exclusion (See also Absolute

Pollution Exclusion)Section 220

- Arnold v. Cincinnati Ins.(17) 950-8
- Central Ill. v. Allianz(4) 185-1
- Clendenin Bros. v. U.S. Fire Ins.(18) 220-5
- County of Columbia v. Continental.....(7) 1400-6
- Farm Bureau Mut. Ins. v. Laudick.....(7) 220-1
- Fleming v. USAA(9) 950-2, (12) 950-1
- Gerrish v. Universal Und... (5) 115-11, (5) 195-13
- Hanover New England Ins. v. Smith.....(6) 950-11
- Harrow Products v. Liberty Mut.....(8) 1400-14

Pollution

Exclusion (cont.)

- High Voltage Eng. v. Federal Ins.....(5) 1850-1
- Jussim v. Massachusetts Bay Ins.....(5) 950-9
- Liberty Mut. v. FAG Bearings.....(16) 180-27
- Maffei v. Northern Ins.(7) 195-2
- Mays v. Transamerica Ins.....(3) 115-14
- Nascimento v. Preferred Mut. Ins.(20) 220-4
- National Union Fire Ins. v. U.S. Liquids(17) 1850-1
- Perryman v. Motorist Mut. Ins.(18) 180-16
- Pure Tech Sys. v. Mt. Hawley Ins.(16) 950-38
- Reddy Ice v. Travelers Lloyds Ins.(17) 180-2
- Reliance Ins. v. Kent Corp.....(3) 135-1
- Sauer v. Home Indem.(6) 150-3
- State of N.Y. v. Amro Realty(5) 115-2
- State of N.Y. v. Blank(7) 515-2, (7) 605-5
- Travelers v. Cincinnati Gas & Electric(19) 180-10
- Union Pacific Res. v. Aetna.....(8) 195-7
- USF&G v. Specialty Coatings.....(2) 115-17

Postjudgment Interest

- Acceptance Ins. v. U.S. Fire Ins.(4) 750-5
- Auto-Owners Ins. v. Ennulat.....(20) 170-10
- Bohrer v. Church Mut.(13) 400-1
- Browne v. Nationwide Mut. Ins.(11) 400-3
- Ekstrom v. Northern Ins.(2) 210-3
- Elmwood Plantation v. Ruud Water(2) 750-2
- Fraturs v. Republic Western Ins.(11) 400-2
- Glenn v. Fleming(3) 400-1
- Green v. J.C. Penney Auto Ins.....(2) 410-3
- Grimes v. Swaim(5) 400-3
- Hartford Acc. & Indem. v. Aetna Ins.(2) 750-18
- Home Ins. v. American Home(3) 410-1
- Matich v. Modern(1) 400-2, (1) 750-6
- Nichols v. Anderson(2) 400-3, (2) 1700-9
- Overbeek v. Heimbecker(10) 400-9
- Pinto v. Buckeye Union Ins.(6) 400-1
- Powers v. United Svcs. Auto. Ass'n.....(11) 130-2
- Providence Wash. v. Fireman's Fund(3) 400-1
- Southeast Atlantic v. First State(9) 400-1
- Southern Gen. Ins. v. Ross(11) 400-1
- Western v. Preis ... (1) 170-1, (1) 400-3, (1) 410-1

Prejudgment Interest

- American Home v. Dykema ..(2) 105-1, (2) 150-1
- American Simmental v. Coregis Ins.....(14) 400-2, (14) 410-4, (14) 530-7, (14) 1400-21
- Aztec Well v. P&C Ins.(7) 850-2
- Badillo v. Mid Century Ins.(17) 140-1
- Campbell v. Metropolitan P&C.....(13) 125-4
- Chicago Bridge v. Certain Underwriters(16) 400-1
- City of Burlington v. Association of Gas(13) 110-1, (13) 120-3, (13) 125-2, (13) 170-3
- Employers Ins. v. Titan Int'l.....(17) 700-1
- Ferrell v. West Bend Mut. Ins.(17) 120-4, (17) 180-7, (17) 400-1
- Fidelity & Guar. Ins. v. Federated Dept.(15) 605-1
- First Nat'l Bank of Manitowoc v. Cincinnati Ins.(19) 1900-2
- Harken Explor. v. Sphere Drake Ins.(14) 110-5, (14) 170-6, (14) 220-5
- Harrod v. Farmland Mut. Ins.(16) 950-4
- International Ins. v. Stonewall Ins.(9) 180-8
- James B. v. National(2) 525-6, (2) 700-1
- Jostens v. CNA Ins.(2) 170-1, (2) 400-1
- Liberty Mut. Ins. v. Continental Cas.(1) 135-27, (1) 410-4, (1) 750-14
- Lovewell v. Physicians Ins.(10) 400-9
- Matich v. Modern Res.(1) 400-2, (1) 750-6
- Miller v. Fluharty.....(11) 410-2
- New Jersey Mfrs. Ins. v. National Cas.(20) 140-5
- Pacific Indem. v. Linn(1) 135-20, (1) 140-5, (1) 170-1, (1) 400-2

Prejudgment Interest (cont.)

- Sproles v. Greene.....(4) 400-1, (4) 1700-7
- Starke v. Allstate Ins.....(2) 400-6
- Strader v. Grange Mut. Ins.(15) 950-29
- United Capitol v. Bartolotta's(9) 400-2
- U.S. Fire v. Federal Ins.(2) 400-5, (2) 525-11
- Venn v. St. Paul.....(9) 140-9
- W.E. O'Neil Constr. v. General Cas.(14) 615-1
- Welch v. McLean.....(17) 170-5

Prejudice

- American Ctry. v. Efficient Constr.(4) 515-7
- American Home v. International(11) 515-2
- American Inst. v. Interstate Fire(6) 515-1
- American Justice Ins. Reciprocal v. Hutchison(12) 515-4, (12) 625-2
- AXA Marine v. Seajet Ind.(9) 515-10
- Belz v. Clarendon Am. Ins.(20) 515-9
- Blanton v. Vesta Lloyd's Ins.(18) 515-9
- Bluestein & Sander v. Chicago Ins.....(15) 150-7
- Board of Directors v. National Union ... (17) 180-9
- Bolivar v. Forum.....(1) 515-15, (1) 1800-2
- Bond/Tec, Inc. v. Scottsdale Ins.(18) 520-3
- Boston Old Colony v. Lumbermens(3) 150-1
- Brown v. State Farm(3) 150-1
- Burns v. International(4) 190-6
- Campbell & Co. v. Utica Mut. Ins.(5) 190-15
- Catholic Med. Ctr. v. Executive Risk(17) 190-4
- Catron v. Tokio Marine..(12) 140-17, (12) 1200-1
- Cincinnati Ins. v. Baur's Opera(11) 515-12
- Champion v. Fidelity(11) 515-5, (11) 520-2
- Clark v. Chubb Grp.(16) 515-2
- Coastal Refining & Marketing v. USF&G(18) 515-11, (18) 520-9
- Constitution Assoc. v. N.H. Ins.(10) 180-2
- Continental v. Maxwell(3) 190-4, (3) 545-3
- Cooperative Fire v. White Caps(10) 515-6
- Cotton States v. International Surplus(2) 515-5
- Country Mut. Ins. v. Livorsi Marine(17) 515-1, (18) 515-8
- Darcy v. Hartford Ins.(3) 515-3
- Doctors Co. v. Health Mgmt. Assocs.(19) 190-1
- Emergency Med. Svcs. v. St. Paul Mercury Ins.(20) 515-8
- Emerson Elec. v. Aetna(17) 115-5, (17) 220-7
- Employers Ins. v. Tektronix, Inc.(20) 220-1, (20) 515-1
- Employers v. Hoechst Celanese(11) 515-1
- Employers v. Skoutaris d/b/a Open Flame Rest.(18) 950-31
- Faust v. Travelers.....(8) 410-4, (8) 520-3
- Felice v. St. Paul(1) 515-16
- Filley v. Ohio Cas. Ins.(4) 515-8
- First United Bank v. First American(6) 150-4
- Friedland v. Travelers Indem.....(17) 515-9
- Gazis v. Miller(17) 515-10
- Great Canal Realty v. Seneca Ins.(17) 515-2
- Griffin v. Allstate.....(14) 410-1, (14) 520-3
- Hanson Prod. v. Americas Ins.(10) 515-5
- Hartford Ins. v. Sheffield(14) 515-4
- Home Ins. v. Rice(5) 150-8
- Hooper v. Zurich Am. Ins.....(9) 515-6
- Household Int'l v. Liberty Mut.....(13) 515-2
- Howard v. State Farm Mut. Auto. Ins.(6) 195-2
- In re Tex. Eastern Transmission PCB.....(7) 515-1
- Jamestown Bldrs. v. General Star.....(12) 520-2
- Johnston v. Sweaney.....(14) 515-5
- Jones v. Bituminous Cas.(5) 515-4
- Kreckel v. Walbridge Aldinger Co.(19) 515-6
- Krigsman v. Progressive Northern Ins.(17) 515-16
- Las Vegas Star Taxi v. St. Paul.....(1) 515-19
- Lexington Ins. v. St. Louis Univ.(9) 190-3
- Lloyd's v. Fulton.....(13) 150-2
- Lopardo v. Continental Cas.(9) 515-12
- MacLean Townhomes v. American States Ins.(19) 515-11
- Motiva Ent. v. St. Paul Fire & Marine Ins.(18) 520-10

Words & Phrases

Prejudice—Professional

Prejudice (cont.)

- Multi-States Trans. v. Michigan Mut. (2) 150–3
Municipality of San Juan v. Great American
..... (2) 515–2
National Union Fire Ins. v. Talcott..... (4) 190–7
Nationwide Mut. Ins. v. Filos..... (9) 150–1
New York v. Housing..... (12) 515–5
Northland v. Guardsman... (10) 150–2, (10) 180–9
Ormet Primary Alum. v. Employers (12) 515–9
PAJ, Inc. v. Hanover Ins. (20) 515–3
Peavey v. MV..... (5) 150–10, (5) 515–6, (5) 545–3
Pederson's Fryer v. Transamerica (9) 515–9
Pennsylvania Nat'l Mut. v. Kitty Hawk
..... (5) 150–2
Pension Trust Fund v. Federal Ins. (15) 190–1
Phoenix Contractors v. Affiliated Capital
..... (16) 515–13
Potesta v. USF&G..... (11) 150–6
Prince George's Cty. v. Local Gov't Ins. Trust
..... (18) 515–1
Public Serv. v. Wallis & Cos. (11) 515–3
Rentmeester v. Wisconsin Lawyers (4) 190–8
Rice v. AAA Aerostar..... (10) 515–7
Roberts Oil v. Transamerica Ins. (5) 520–1
Rocha v. Metropolitan P&C Ins. Co. (12) 515–8
Royal Ins. v. Cato Corp. (10) 515–11
Safeco Title Ins. v. Gannon (2) 190–12
Schroth v. N.M. Self-Insurer's Fund..... (5) 515–5
Seaport Pk. Condo. v. Greater N.Y. Mut. Ins.
..... (19) 950–36
S.G. v. St. Paul (3) 520–3
Taricani v. Nationwide (15) 515–1, (15) 950–14
T.H.E. Ins. v. P.T.P. Inc. (7) 190–4
Thyssen, Inc. v. Nobility MV..... (18) 515–4
Transamerica v. International Broadcasting
..... (9) 150–7
Transportes v. NKK Corp. (13) 360–1, (13) 515–4
Underwriters at Lloyds v. Denali (4) 150–3
Wildrick v. North River Ins. (9) 515–7
Witner, Poger v. The Bar Plan..... (12) 190–1

Premises: (See also Property)

Away from the

- Allianz Versicherungs-AG v. Federal (3) 360–5
Gies v. City of Gering (17) 925–1

Designated

- M.J.R. Corp. v. Scottsdale Ins. (3) 1100–1
Private Bank & Trust v. Progressive Cas.
..... (17) 1900–1

Insured

- Dash Messenger Serv. v. Hartford Ins. (4) 1100–1
Minges Creek v. Royal Ins. (18) 615–5
Moore v. Commercial Union Ins. (2) 1100–3
Olson v. USF&G (9) 210–7
Rumford Prop. v. Carbone (4) 140–3
Schultz v. Hartford Fire Ins. (3) 205–1
Smith v. Matthews..... (6) 1100–1
SC Farm Bureau v. SECURE Und. (15) 525–12

Premium:

- Gulf Coast Marine v. Young (6) 1000–4
Liberty Mut. Ins. v. D&G Trucking (19) 235–1
Pre-Fab Transit v. Northbrook P&C (5) 760–7
Reliance Ins. v. Shriver, Inc. (13) 900–2
Shriver Ins. v. Utica Mut.
..... (13) 135–10, (13) 1000–5

Retrospective

- Nortek, Inc. v. Liberty Mut. (18) 180–8
Travelers Indem. v. Howard Elec. (8) 760–4

Primary/Excess (See also Drop Down; Umbrella; Excess) Section 750

- American Cas. Co. v. Phico Ins. (10) 525–6
American Centennial Ins. v. Canal Ins.
..... (4) 140–5, (4) 180–10
American States v. Liberty Mut. (10) 615–21

Primary/Excess (cont.)

- Auto Club v. Jacobsen..... (13) 120–1, (13) 135–1
B&R Farm v. Farm Bur. Mut. (1) 360–20
Casualty Ins. v. Northbrook P&C (1) 615–3
Dickerson v. Thompson (6) 850–10
Federal Ins. v. Ace P&C..... (18) 110–5
Gleason v. State Farm Mut. Auto. Ins. (9) 800–2
Hospital Under. v. Summit Health (8) 515–2
Imperial Cas. v. Chicago Housing (6) 515–3
Layne Christensen Co. v. Zurich Canada
..... (14) 180–2
Maremont Corp. v. Continental Cas. (15) 170–4
Mitchell v. Liberty Mut. Ins. (11) 180–4
Montgomery Ward v. Imperial Cas. (12) 760–1
Moon v. City of Baton Rouge (2) 400–2
Northbrook P&C v. USF&G (1) 150–16
Northfield Ins. v. St. Paul..... (9) 140–10
Ohio Cas. Ins. v. Oak Bldrs..... (19) 525–1
Phoenix Phase I v. Ginsberg (1) 750–12
St. Paul v. AFIA Worldwide Ins. (5) 140–7
St. Paul v. Reliance Nat'l (13) 530–2
Sta-Rite Ind. v. Zurich Re (13) 140–11
Transcontinental Ins. v. Insurance Co. of State of Pa.
..... (20) 530–5
U.S. Fire Ins. v. Morrison Assur. (5) 140–9

Prior: Acts (See Acts: Prior), Claims

(See Claims: Prior)

Privacy

- ACS Sys. v. St. Paul Fire & Marine Ins.
..... (19) 1400–4
Hecht, Solberg, Robinson, Goldberg & Bagley v.
Panther..... (18) 195–12
Resource Bankshares v. St. Paul Mercury
..... (17) 1400–12
State Farm v. National Research Ctr.
..... (18) 1400–10
St. Paul v. Green Tree Fin. (13) 1400–17
Terra Nova Ins. v. Fray-Witser (20) 1400–5
Universal Underwriters v. Lou Fusz Auto
..... (17) 1600–2
Valley Forge Ins. v. Swiderski Elec.
..... (18) 1400–5, (19) 1400–1

Private Occupancy (See also

Residency)

- Beltway v. Lexington-Landmark (3) 1400–9
Bernstein v. North East Ins. (7) 1400–8
Columbia Nat'l v. Pacesetter Homes. (8) 1400–13
Kent Cty. v. Home Ins. (9) 1400–18
Liberty Mut. v. East Cent. Okla. (9) 1400–19
New Castle Cty. v. National Union... (13) 1400–18
Powell v. Alemaz, Inc. (13) 1400–2
Titan Holdings v. City of Keene (3) 220–7
Town of Stoddard v. Northern Secur. (3) 1400–5
United States v. Security Mgmt.
..... (9) 410–2, (9) 800–1, (9) 1400–11

Procedure: Declaratory Judgments

(See Declaratory Judgments)

Products: Section 360

Completed Operations/Business Risks 300 Tab

Hazard

- Chancler v. American Hardware Mut. ... (1) 360–20
Exchange Ins. v. Mar-Fran Ent. (5) 230–1
Hartford Acc. v. ACE Am. Reins. (20) 900–2
Laminated Wood v. Pederson..... (1) 360–21
Mason v. Home Ins. (2) 105–14, (2) 700–3
Pennsylvania Gen. Ins. v. Kielon (1) 360–24
Stewart Interior Contractors v. MetalPro Ind.
..... (20) 165–16, (20) 310–3

Products:

Hazard (cont.)

- Travelers v. Olive's (2) 105–15, (2) 700–4

Liability

- Abbott v. Meacock (2) 360–3
Allianz Ins. v. Guidant (19) 180–12
B&D Contractors v. Arwin Window Sys.
..... (19) 320–2
Berry v. St. Paul Fire & Marine Ins. (8) 190–6
Boyer Metal v. Maryland (2) 150–6, (2) 360–4
Cooper Labs. v. ISLIC (2) 610–1
Dart Ind. v. Commercial Union Ins.
..... (15) 195–3, (15) 525–5
Hartford Fire v. St. Paul (14) 610–1
Johnston Equip. v. Industrial Indem. (5) 545–1
Nautilus Ins. v. Jabbar (12) 220–11
North Star Mut. v. Midwest Family Mut.
..... (14) 515–7, (14) 525–1
Secura Ins. v. Stainless Sales (18) 350–1
Stark Liquidation Co. v. Florists' Mut. (20) 110–1
Young v. INA (2) 120–10

Professional:

Corporation (See Corporation)

Liability Policy Section 1000

- Allstate Ins. v. Chicago Ins. (10) 525–1
American Home v. Pope (16) 270–1
AMHS Ins. v. Mutual Ins. (14) 750–8
Arizona P&C Ins. Guar. Fund v. Martin
..... (17) 235–2
Beale v. American Nat'l Lawyers Ins.
..... (16) 170–14
Birth Ctr. v. St. Paul (14) 140–3
Blackburn v. Fidelity..... (9) 140–2, (9) 525–1
Brooks v. U.S. Fire..... (2) 135–12, (2) 270–2
Burke v. Snyder..... (18) 1000–2
CNA Cas. v. E.C. Fackler, Inc. (18) 760–1
Cohen v. Empire Cas. (2) 255–6
Continental Cas. v. Burton (1) 270–7, (1) 515–8
Continental Cas. v. Cole & Groner (2) 135–2
Employers Reins. v. Phoenix Ins. (2) 525–1
Esmailzadeh v. Johnson & Speakman (2) 190–6
Essex Ins. v. Vincent (8) 225–3
Federal Ins. v. St. Paul (7) 750–2
Felice v. St. Paul..... (1) 515–16
Fremont Indem. v. Gierhart..... (3) 190–3
Great West v. Northbrook ... (1) 135–12, (1) 545–2
Gregory v. Home Ins. (2) 700–5
Guarantee Ins. v. Saltman (2) 190–4, (2) 410–2
Muhlstock v. American Home Assur. (2) 135–8
National Steel v. Golden Eagle Ins. (10) 135–7
New England Reins. v. National Union .. (2) 190–3
Nisson v. American Home Assur. (9) 145–2
Northfield Ins. v. Loving Home Care
..... (16) 135–3, (16) 170–9
Pacific Indem. v. Imperial Cas. (1) 525–17
Pacific Indem. v. Linn
..... (1) 135–20, (1) 140–5, (1) 170–1, (1) 400–2
Pate v. USF&G..... (1) 210–12, (1) 235–10
Phillips Way v. American Equity Ins. (14) 520–4
Phoenix Phase I v. Ginsberg (1) 750–12
Physicians v. Grandview (2) 525–18, (2) 760–7
Professional Mgrs. v. Fawer, Brian..... (2) 190–1
Sahli v. Woodbine Bd. of Ed. (20) 1850–7
St. Paul v. American Home (7) 525–1
St. Paul v. Asbury..... (1) 110–16
Sletten v. St. Paul (3) 190–1
Travelers v. Bowling Green (20) 180–11
Upland Anesthesia Med. v. The Doctors' Co.
..... (15) 1400–9
USA v. A.C. Strip (2) 190–7
U.S. Fire Ins. v. Vanderbilt Univ. (14) 515–1
Vigilant Ins. v. Employers Ins. of Wausau
..... (1) 100–16, (1) 515–17, (1) 525–13
Walker v. Larson (2) 190–3
Westchester Fire Ins. v. Admiral Ins.
..... (15) 110–8, (15) 130–1, (15) 1000–9

Professional: (cont.)**Services Exclusion** (*See also*

Malpractice).....	Section 255
Aerotherust Corp. v. Granada Ins.....	(18) 360-1
American Nat'l v. Esquire.....	(1) 205-4, (1) 255-6
American States Ins. v. Maryland Cas.	(6) 800-6
Chesapeake Phys. v. Home Ins.....	(6) 1100-1
Children's Friend v. St. Paul.....	(18) 180-9, (18) 195-10
Holmes v. Employers Cas. ..	(1) 255-6, (1) 1100-7
Medical Records v. American Empire	(11) 1000-4
Ross v. Ohio Bar Liab.	(13) 190-2
S.T. Hudson Engr's v. Pennsylvania Nat'l Mut. Cas.	(19) 145-1
Treadway v. Vaughn.....	(7) 1400-16

Proof:**of Loss**

Certain Underwriters at Lloyd's v. Wolleson	(17) 410-5
In the Matter of Ideal Mut. Ins.	(4) 850-4
Problems	Section 195

Property: (See also Premises)**Alienated, Owned, Occupied, or Rented**.....Section 330

Aetna Cas. v. Growers Proprs.....	(2) 1100-5
Agency of Natural Res. v. U.S. Fire Ins.	(14) 115-1
American Cast Iron v. Commerce	(1) 360-25
Browder v. USF&G	(8) 120-4
Gregory v. Tenn. Gas.....	(5) 220-8, (5) 1400-14
Lido v. Fireman's Fund Ins.....	(3) 115-12
Martin v. State Farm.....	(10) 120-2, (10) 220-3
Metex v. Federal Ins.	(9) 115-3
Moore v. Lindeman	(1) 305-9
North Pacific v. United Chrome	(7) 115-6
Ohaus v. Continental Cas. Ins.	(9) 170-9
Sagendorf v. Selective Ins.	(9) 115-2, (9) 515-4
Schnitzer Inv. v. Certain Underwriters at Lloyd's	(19) 115-2
State of Cal. v. Superior Ct.....	(12) 330-2
Summit Assoc. v. Liberty Mut.	(2) 115-20
Thompson v. Thresherman's Mut. Ins.....	(6) 950-5
Wilmington v. Cincinnati	(1) 125-4, (1) 330-1
Wyner v. North Am. Specialty Ins.	(9) 605-7

Damage.....Section 120

ABCD ... Vision v. Fireman's Fund	(2) 150-4
Abdo v. LMI Prudential Ins.	(9) 950-5
Auto-Owners Ins. v. Pozzi Window Co.	(20) 165-1
Blair v. Mid-Continent Cas.	(20) 110-3
Dripping Springs v. International	(6) 1800-1
Emar v. Webster Homes	(1) 105-25, (1) 120-15
Greenwich Ins. v. RPS Prods.	(20) 1400-10
Horry Cty. v. The Ins. Reserve	(13) 110-11
Jacob v. Russo Bldrs.....	(12) 315-1
Lennar Corp. v. Great Am. Ins.	(18) 165-11
Lyons v. State Farm	(16) 110-15, (16) 150-2
National Clothing v. Hartford Cas.....	(19) 320-3
Prudential Prop. Cas. Ins. v. Stuckey	(1) 360-23
State of Vt. v. CNA Ins.....	(14) 110-3, (14) 115-1
Travelers v. Village Homes	(19) 165-19
Utica Mut. Ins. v. Weathermark Inv.....	(15) 220-1
Wal-Mart Stores v. USF&G	(14) 180-8

First-Party.....Section 950

Allstate Texas Lloyds v. Mason.....	(16) 195-2
Bear River Mut. Ins. v. Williams.....	(19) 270-1
Commerce & Ind. v. Chubb.....	(12) 525-1
Continental Western v. Heritage Est. Mut.	(16) 410-1
Coventry Assoc. v. American States	(11) 140-3
Dickler v. CIGNA Prop. & Cas.	(5) 140-8
Gray v. N.C. Ins. Und.	(13) 140-10
Grissold Prop. v. Lexington Ins.	(20) 195-4

Property:**First-Party (cont.)**

Hartz v. Liberty Mut.....	(14) 140-10
Indiana v. Plummer Power	(5) 140-6, (5) 410-1
Keisker & Trinity Univ. v. Farmer	(15) 530-2
Ken Caryl Ranch Master Ass'n v. Granite State Ins.	(19) 540-1
National Sur. v. Ranger Ins.....	(14) 525-1
Noren v. Metropolitan P&C Ins.	(19) 180-1
North Star Mut. Ins. v. Rasmussen	(20) 800-5
Rose v. Hartford Underwriters Ins.	(12) 140-20
St. Paul Fire v. Murray Guard	(13) 530-4
South Carolina Ins. v. Fidelity.....	(11) 525-1
State Farm v. Simmons.....	(11) 140-11
State of Montana v. Allendale Mut. Ins.	(19) 999-1
Town of Middleborough v. Middleborough Gas & Elec.	(12) 530-2
Travelers Indem. v. Meadows MRI.....	(18) 410-3
TRB Invs., Inc. v. Fireman's Fund Ins.	(19) 1100-1

Impaired

America Online v. St. Paul Mercury Ins.	(16) 120-3
Anthem Electronics v. Pacific Employers Ins.	(15) 320-1
Auto-Owners Ins. v. Home Pride Cos.	(17) 165-19
Controlled Blasting v. Ranger Ins.	(10) 315-3
Hamlin, Inc. v. Hartford	(9) 150-3, (9) 315-1
Key Tronic v. St. Paul	(19) 515-4
National Union Fire Ins. v. Puget Plastics	(20) 110-9
Sokol & Co. v. Atlantic Mut. Ins.....	(18) 325-1
Watts Ind. v. Zurich	(17) 120-7
West Orange Lumber v. Indiana Lumbermens Mut.	(18) 165-10

Personal

A.M.I. Diamonds v. Hanover Ins.	(17) 950-18
--------------------------------------	-------------

Tangible

Cyprus Amax Minerals v. Lexington Ins.	(15) 120-5
Golden Eagle Ins. v. Cen-Fed, Ltd.	(19) 410-10, (19) 1400-8
Lucker Mfg. v. Home Ins.	(7) 120-4
St. Paul v. National Computer Sys.....	(5) 120-7
Selective Ins. v. J.B. Mouton & Sons.....	(5) 120-3
Wisconsin Label v. Northbrook Prop.	(12) 120-6

Public:**Officials Liability Insurance**

.....	Section 1800
International Surplus v. Heard Cty.	(1) 270-7
Madden v. Bourgeois.....	(10) 605-1
Scottsdale v. Town of Orange Beach.....	(6) 190-2
Town of S. Whitley v. Cincinnati Ins.	(3) 605-4
Windham Solid Waste v. National.....	(11) 190-4

or Livery Conveyance Exclusion

USF&G v. American Interins. Exch.....	(2) 1600-1
---------------------------------------	------------

Policy

American & Foreign v. Colonial Mort.....	(5) 135-4
*AOK Lands v. Shand Morahan	(6) 190-5
Atlantic States Ins. v. Northeast Networking	(18) 235-4
Britamco Underwriters v. J.O.C. Ent.....	(6) 225-3
Chicago Ins. v. Manterola.....	(11) 1000-1
Chispoti v. First Fin. Ins.	(20) 235-10
Connecticut Indem. v. Podszwa.....	(19) 1700-4
Country Mut. Ins. v. Teachers Ins.....	(13) 525-4
Creech v. Aetna Cas. & Sur.	(2) 130-4
Dairyland Ins. v. Wyant.....	(5) 130-1
Dixon Distrib. v. Hanover Ins.	(7) 1400-11
Farmers & Mechanics v. Hutzler	(8) 230-1
Finci v. American Cas.	(3) 1850-3, (4) 1850-3
Fireman's Fund v. AIG Hawaii	(18) 180-5
Fluke Corp. v. Hartford Acc.	(13) 180-3, (14) 130-1

Public:**Policy (cont.)**

Hancock v. Tri-State Ins.	(7) 235-1
Hartford v. American Red Ball.....	(10) 130-1
Hartford v. Franklin	(6) 230-3
Hedgepeth v. Guerin.....	(10) 190-3
Home Ins. v. American Home	(3) 130-2
Kerr v. E.I. DuPont De Nemours.....	(3) 130-2
Lexington Ins. v. American Health	(6) 1850-3
Liberty Mut. v. Statewide Ins.	(16) 615-10
Melson v. Prime Ins.	(18) 950-7
Minnesota Fire & Cas. v. Greenfield.....	(17) 110-3
Morris v. Nu-Way Beverage.....	(6) 230-1
Norris v. Guthrie.....	(6) 230-2
Mortenson v. National Union	(13) 1850-6
Pacific Indem. v. Bellefonte	(13) 330-1, (13) 525-1
PPG Ind. v. Transamerica Ins.	(12) 140-1
Presley Homes v. American States Ins.	(14) 615-2
Ranger Ins. v. Bal Harbour Club.....	(3) 1400-1
Rogers v. Samedan Oil	(15) 615-7
Royal Prop. Grp. v. Prime Ins.	(18) 950-8
Rummel v. Lexington.....	(10) 130-1, (10) 750-1
Safeco Ins. v. Liss.....	(13) 110-15, (13) 270-1
Titan Indem. v. American Justice Ins.	(12) 525-4
Truck Ins. Exch. v. Vassholz	(6) 235-15
TX. C.C., Inc. v. Wilson/Barnes Gen. Contractors	(20) 530-1
Union Mut. Fire Ins. v. Joerg.....	(15) 530-7
Western World Ins. v. Branch.....	(11) 135-5

Punitive Damages (See also**Damages)**.....Section 130

Auto-Owners Mut. Ins. v. Dale's Bar.....	(5) 230-4
Bery v. Nationwide Mut.	(3) 140-5, (3) 530-1
Best Place v. Penn America Ins.	(9) 140-7
Bohrer v. Church Mut. Ins.	(13) 400-1
Brown v. Maxey	(1) 130-6
C&I Steel, LLC v. Travelers Cas.	(20) 1900-2
Casey v. Calhoun	(2) 800-7
Cates Constr. v. Talbot.....	(12) 140-4, (12) 1900-1
Certain Underwriters v. Oryx Energy.....	(12) 170-6
Federal Ins. v. National Distrib.	(5) 180-9
Illinois Munic. v. Seibert	(4) 145-1
Lumbermens v. S-W Ind.	(8) 110-1, (8) 220-5
Magnum Foods v. Continental Cas.	(8) 140-1
Majorowicz v. Allied Mut. Ins.	(10) 410-23
Moeller v. American Guar. & Liab.....	(12) 145-4
O'Neill v. Gallant Ins.	(14) 140-5
PPG Ind. v. Transamerica Ins.	(12) 140-1
Rummel v. St. Paul	(10) 750-3
Safeco Ins. v. Ellinghouse	(2) 140-1, (2) 150-2
St. Paul v. Convalescent Svcs.....	(12) 140-2
Shamblin v. Nationwide Mut. Ins.	(3) 140-14
Universe Life Ins. v. Giles.....	(10) 140-10
Village of Lombard v. Intergovernmental Risk Mgmt. Agcy.	(10) 145-1

Radius Exclusion

Nichols v. Anderson	(2) 400-3, (2) 1700-9
---------------------------	-----------------------

Reasonable Expectations

Alverson v. Northwestern Nat'l Cas.....	(10) 315-1
American Hoist v. Employers	(3) 750-9
American States v. Skrobis Painting	(7) 220-6
Amex Assur. v. Allstate Ins.	(16) 255-2
Atlantic v. Lumbermen's ...	(3) 115-13, (3) 750-14
Bensalem v. International	(8) 195-4, (8) 1800-1
Bosco v. Bauermeister.....	(10) 1700-15
Camastro v. Dlesk.....	(10) 620-1
Campbell v. Norfolk & Dedham Mut.....	(9) 950-5
Canal Ins. v. Underwriters at Lloyd's London	(18) 1700-4
City of Beverly Hills v. Chicago Ins.	(2) 110-6
Clark-Peterson v. Indep.	(6) 105-2, (6) 1400-2
Continental Ins. v. Burr	(11) 135-2
County of Hudson v. Selective Ins.	(13) 615-3

Reasonable Expectations (cont.)

Cumberland Mut. Fire Ins. Co. v. Murphy (17) 110–4
 Eisenbarth v. Hartford Fire Ins. (6) 305–1
 Eli Lilly & Co. v. Home Ins. (1) 125–1
 Fairlawn Ind. v. Gerling Amer. Ins. (14) 950–12
 Hameid v. National Fire Ins. (16) 1400–7
 Heringer v. American Family Mut. Ins. (17) 220–6
 I.D.G., Inc. v. St. Paul Fire (12) 105–13, (12) 120–7
 Jefferson Ins. v. City of Holyoke (2) 305–1
 Kabanuk v. Credit Gen. (9) 225–4
 Knowles v. USAA (5) 110–20
 LaFrance v. Travelers Ins. (5) 230–3
 Lancaster v. American & Foreign Ins. ... (14) 800–1
 Marlo Beauty v. Farmers. (11) 320–1
 Medical Protective v. Watkins (12) 1000–5
 Merchants Ins. Grp. v. Warchol (2) 235–12
 Meridian Leasing, Inc. v. Assoc. Aviation Underwriters (17) 950–19
 National Elec. Mfrs. Ass'n v. Gulf Underwriters Ins. (11) 135–3, (11) 220–8
 National Mut. Ins. v. McMahon (2) 305–2
 Nav-Its, Inc. v. Selective Ins. Co. of Am. (17) 220–12
 Northwestern Nat'l Ins. v. Kinney (3) 330–2
 Note on Doctrine (4) 135–4
 Park-Ohio Ind. v. The Home (5) 220–9
 Planet Ins. v. Mead Reins. (1) 760–3
 Posing v. Merit Ins. (7) 120–1
 Pro Con Constr. v. Acadia Ins. (14) 615–5
 Safeco Ins. v. Rogers (12) 515–1
 St. Paul Mercury v. Frontier Pacific (16) 615–2
 Shade v. USF&G (3) 1600–2
 State Farm Mut. Auto Ins. v. Bogart (1) 525–12
 State of W.V. v. Janicki (6) 525–1
 Thomas v. Northwestern ... (12) 140–8, (12) 540–1
 Tifton Machine Works v. Colony Ins. ... (10) 305–1
 Universal Teleservices Ariz. v. Zurich (17) 1850–12
 Westport Ins. v. Bayer (14) 1000–8
 Williams v. City of Baton Rouge (12) 105–9

Recall

Atlantic Mut. Ins. v. Hillside Bottling (19) 320–1, (19) 325–1
 B&D Contractors v. Arwin Window Sys. (19) 320–2
 National Union v. Terra Ind. (16) 110–1, (16) 120–1
 Sokol & Co. v. Atlantic Mut. Ins. (18) 325–1

Reformation

A.J. Cameron Sod Farms v. Continental Ins. (10) 150–3, (10) 210–9
 Budget v. Shelby Ins. (8) 605–5
 Continental Cas. v. Didier (3) 230–2
 Dairy Farmers v. Travelers Ins. (15) 145–1
 EBSCO Ind. v. Royal Ins. (12) 170–9
 Great Atl. Ins. v. Liberty Mut. Ins. (1) 750–6
 Guaranty Nat'l Ins. v. George (10) 140–8
 Hanover v. American (10) 185–1, (10) 545–1
 IMC Global v. Continental Ins. (20) 515–6
 Indiana Ins. v. PANA Cmty. (15) 950–7
 Magnus v. Barrett (3) 605–2
 McMurry Constr. Co. v. Community First Ins. (20) 195–3
 OneBeacon Am. Ins. v. Travelers Indem. (19) 195–1
 R.W. Beck & Assoc. v. City & Borough of Sitka (7) 140–5, (7) 310–17
 St. Paul v. Huang (4) 140–2, (4) 950–13
 Samuels v. CNA (12) 115–5, (12) 140–16
 Samuels v. State Farm Mut. Auto. (18) 800–1
 TIG Ins. v. Sedgwick James (14) 620–1

Regulatory Exclusion

American Cas. v. FDIC (7) 1850–1

Regulatory Exclusion (cont.)

Bodell v. Walbrook Ins. (10) 1000–4
 City of Norwalk v. Cochran (9) 1800–4
 FDIC v. American Cas. (5) 1850–4, (6) 1850–2
 Research Note (5) 1850–6

ReinsuranceSection 900

AXA Corp. Solutions v. Underwriters Reins. Corp. (16) 180–29
 PECO Energy v. INA (16) 180–37
 Zenith Ins. v. Employers Ins. (11) 515–8

Release

Bowersox Truck v. Harco Nat'l (12) 950–22
 County of Guilford v. National Union (6) 170–3
 Dairyland Ins. v. Herman (11) 140–6
 Dresser Ind. v. Underwriters at Lloyd's (15) 750–2
 Gould v. Continental Cas. (4) 525–1
 Heigis v. Cepeda (7) 140–1
 Ohio Cas. v. Carman Cartage (14) 135–9
 Pinto v. Allstate Ins. (13) 140–8
 Travelers Indem. v. Gillespie (3) 900–1
 Trinity Universal Ins. v. Bleeker (11) 140–8
 Wedzeb Ent. v. Aetna Life & Cas. (3) 950–13

Rental Cars (See Automobile: Rental)

Rented Property (See Property)

Repair and/or Replacement

Azalea, Ltd. v. American States Ins. (9) 950–6
 Bratcher v. State Farm Fire & Cas. (11) 950–2
 Colorado Cas. Ins. v. Sammons (20) 950–3
 Elrod's v. Cincinnati Ins. (2) 320–8
 General Acc. v. American Nat'l (11) 315–5
 Gilderman v. State Farm Ins. (8) 950–12
 Northrop v. Allstate Ins. Co. (11) 950–20
 Pope v. Farmers Ins. (11) 950–2
 Prytania Park Hotel v. General Star (13) 950–25
 R.D. Offutt Co. v. Lexington Ins. (20) 950–16
 Savannah Laundry v. Home (2) 360–5
 T.C. Bateson v. Lumbermens (3) 315–1
 Victory Peach v. Greater N.Y. Mut. (11) 950–21

Replevin

Federated Mut. Ins. v. Madden Oil (2) 110–9

Repossession

Red Ball v. Hartford (3) 110–10, (3) 1400–9

Rescission

Avemco Ins. v. Northern Colo. Air Charter (14) 545–1
 A.W. Chesterton v. Massachusetts Insurers Insolvency Fund (18) 170–11, (18) 545–1
 Certain Underwriters v. Professional Underwriters (18) 135–9
 ClearOne Commc'ns v. National Union Fire Ins (20) 195–1, (20) 1850–4
 Jaunich v. National Union Fire Ins. (2) 545–1
 Progressive Cas. Ins. v. Hanna (11) 545–1
 St. Paul v. Jacobson (8) 1000–5
 State Farm v. American Serv. Ins. (15) 150–8
 Thompson v. AIG Hawaii Ins. (19) 700–6
 TIG Ins. v. Homestore (18) 1850–1
 TJB Cos. v. Maryland Cas. (7) 170–1
 Transportation Cas. Ins. v. Soil Tech Distribs. (20) 180–2
 Universal Cas. Co. v. Lopez (20) 545–4

Reservation of RightsSection 160

American & Foreign Ins. v. Jerry's Sport Ctr. (20) 175–3
 American Eagle Ins. v. Nettleton (9) 520–2

Reservation of Rights (cont.)

American Home v. Glenn Estess (1) 160–1
 AXA Corp. v. Underwriters Reins. (16) 180–29
 CHI of Alaska v. Employers Reins. (6) 145–1
 Collins v. Grange Mut. (13) 150–1
 Employers Ins. v. Albert D. Seeno (5) 150–6
 Essex Ins. v. Stage 2 (7) 150–1
 Hermitage Ins. v. Salts (11) 150–9
 Insurance Co. of the West v. Haralambos Beverage (2) 150–5, (2) 410–5
 International Ins. v. Sargent & Lundy (5) 545–2
 Interstate Fire v. Underwriters (11) 150–5
 Jacore Systems v. Central Mut. Ins. (3) 150–4
 Knox-Tenn Rental v. Home Ins. (7) 150–1
 L&S Roofing v. St. Paul (2) 145–4
 Mutual Serv. Cas. Ins. v. Luetmer (5) 145–1
 National Union v. American Motorists. (11) 750–1
 Northwestern Nat'l v. Armstrong (1) 150–15
 Research Note (5) 145–2, (5) 150–2
 Richards Mfg. v. Great Am. Ins. (2) 150–9
 Royal Ins. v. Process Design Assoc. (4) 150–4
 Safeco Ins. v. Rogers (12) 515–1
 Trinity Universal v. Stevens Forestry ... (16) 145–1
 Twin City Fire Ins. v. Ben Arnold-Sunbelt Beverage (18) 145–1
 United Nat'l Ins. v. SST Fitness (15) 410–1
 United Serv. Auto. Ass'n v. Morris (2) 520–1
 Westoil Terminals v. Industrial Indem. (16) 150–1, (16) 220–1

Residency (See also Private

Occupancy)

Kroblin Refrigerated v. Iowa Ins. Guar. ... (3) 850–2

Retained Limit (See Limits of Liability)

Retaliatory Discharge (See also Wrongful Termination)

Dixon Distrib. v. Hanover Ins. (5) 800–10, (5) 1400–7, (7) 1400–11
 Ellis v. Transcontinental Ins. (6) 1400–12
 JG Ind. v. National Union Fire Ins. (4) 1400–4
 Jackson Cty. v. Alabama (7) 110–2, (7) 235–1
 Loadholt v. S.C. State ... (12) 605–3, (12) 1400–14
 Owners Ins. v. William Benjamin Trucking (17) 235–3
 Rideout v. Crum & Forster (7) 110–1
 Smithway Motor Xpress v. Liberty Mut. Ins. (5) 110–23, (5) 120–8, (5) 310–1
 Topps v. City of Ctry. Club Hills (20) 1200–1
 U.S. Fire v. Beltmann N. American (3) 1400–2

Retroactive Date

James J. Mawn Ent. v. Liquor Liab. (10) 190–4
 Mueller v. Taylor Rental Ctr. (9) 190–6

Retrospective Premium (See Premium: Retrospective)

Return of Premium Exclusion

Pattison v. Employers Reins. (3) 135–5

Risk Management Pool

Eakin v. Indiana Intergovtl. Risk (3) 760–2

Rule 11

Loigman v. Massachusetts Bay Ins. (2) 1400–15
 Page Wellcome Prof. Serv. v. Home (4) 1000–7
 Tri-State Ins. v. Fitzgerald (4) 400–2

School Board Liability

Duncan v. Ehrhard (3) 525–10

School Board Liability (cont.)

Edinburg Consol. I.S.D. v. INA.....(4) 190-10
 Garcia v. St. Bernard Parish Sch. Bd.....(4) 260-3
 McCoy v. Orleans Parish Sch. Bd.(3) 760-2

Self-InsuranceSection 760

Alyeska v. H.C. Price(1) 530-8, (1) 760-1
 Beatty v. Charlotte-Mecklenburg(3) 210-4
 Butterfield v. Giuntoli.....(8) 130-2
 Champlain Cas. v. Agency.....(11) 525-4
 Chicago Hosp. Risk v. Illinois St. Med. Inter-Ins.
 Exch.(14) 525-4
 Continental Cas. v. Empire Cas.(1) 750-11
 Employers Ins. v. Auto(1) 760-1, (1) 1700-11
 Ford Motor v. Northbrook Ins.(2) 170-5
 Guaranty Nat'l Ins. v. Bayside Resort.(1) 750-16
 Hertz v. Federal Ins.(11) 525-6
 Hertz v. State Farm(1) 525-3
 Hillegass v. Landwehr(6) 525-5
 Home Ins. v. Corcoran.....(1) 750-9
 International Ins. v. Dresser Ind.(6) 140-5
 Mitchell v. Stop & Shop.....(9) 610-1
 Planet Ins. v. Mead Reins.(1) 760-3
 Scott Wetzel Svcs. v. Johnson(5) 140-13
 Stamp v. DOL.....(7) 760-24, (7) 850-3
 State Farm v. Bogart.....(1) 525-12
 Trustees v. Lexington Ins.(2) 515-1
 Village of Lombard v. Intergovernmental Risk
 Mgmt. Agcy.(10) 145-1
 Wells v. Gulf Ins.(20) 1700-2

Self-Insured Retention

Alwell v. Meadowcrest Hosp.(20) 310-5
 Benjamin Moore & Co. v. Aetna Cas.(16) 170-21
 Capitol Reprod. v. Hartford Ins.
(2) 105-8, (2) 120-2, (2) 315-2
 Coleman Co. v. California Union Ins.(5) 800-1
 Cone Mills v. Allstate Ins.(7) 760-3
 Continental Cas. v. Roper Corp.(2) 800-5
 Desormeaux v. Lalonde.....(4) 1700-12
 Devillier v. Alpine Exploration(19) 700-5
 Diocese v. Interstate(9) 110-7, (9) 170-8
 Home Ins. v. Hooper.....(11) 170-1, (11) 180-1
 Kleban v. National Union Fire Ins.(13) 170-9
 Lennar Corp. v. Great Am. Ins.(18) 700-11
 Missouri Pacific R.R. v. International(9) 170-5
 Odessa Sch. Dist. v. Ins. of Am.(3) 525-8
 Padilla Constr. v. Transportation Ins.(19) 750-4
 Rapid Leasing v. National Am. Ins.
(14) 235-1, (14) 310-1
 Seats Inc. v. Nutmeg Ins.(7) 800-5
 United Capitol Ins. v. Bartolotta's(9) 140-5

Service Contract

USF&G v. Greater Essex Sec.(4) 360-1

Settlement (See also Arbitration)

Aerojet-General Corp. v. Commercial Union Ins.
(20) 170-4
 Allmerica Fin. v. Certain Underwriters
(20) 750-9
 Allstate Ins. v. Mel Raption Inc.(12) 530-25
 Ambrose v. State Farm Fire & Cas.(5) 950-3
 Angus Chem. v. IMC Fertilizer.....(10) 170-6
 Archer Daniels Midland v. Aon Risk Svcs.
(16) 950-34
 Asplundh Tree Expert v. Pacific Employers Ins.
(17) 235-1
 Atlantic v. Truck.....(1) 525-14, (1) 750-17
 Auto-Owners Ins. v. Ennulat.....(20) 170-10
 Baen v. Farmer's Mut. Fire Ins.(11) 750-1
 Blue Ridge Ins. v. Jacobsen.....(12) 175-2, (13) 160-1
 Campbell v. State Farm(6) 140-2
 Cay Divers v. Raven.....(1) 520-5
 Charter Oak v. Color Converting(8) 520-1
 Clauson v. New England Ins.(14) 1000-2
 CNA Ins. v. Selective Ins.(15) 525-9
 Continental Cas. Co. v. Brooks(11) 1000-5

Settlement (cont.)

Corn Plus Coop. v. Continental Cas.
(20) 165-14, (20) 175-1
 Doron Precision Sys. v. USF&G(11) 1400-3
 Eclipse Mfg. v. U.S. Compliance(20) 150-2
 Edgley v. Lappe.....(16) 605-1
 Elnekave v. Via Dolce Homeowners Ass'n
(19) 1100-3
 Excess Underwriters at Lloyd's London v. Frank's
 Casing Crew & Rental Tools(17) 170-7
 Farm Bur. Ins. v. Allied Mut. Ins.(11) 530-2
 Forest City v. Genro II.....(8) 515-1
 Frankel v. St. Paul Fire(13) 140-4
 Great Divide Ins. v. Carpenter.....(16) 170-7
 Gulf Ins. v. Noble(10) 170-7, (10) 210-5
 Kim v. O'Sullivan(19) 140-1
 Klein v. Fidelity & Dep. Co. of Am.(10) 1850-3
 Medical Malpractice v. Goldberg.....(10) 175-3
 Mid-Continent Ins. v. Liberty Mut. Ins.
(20) 525-3
 Miller v. Sloan, Listrom, Eisenbarth(12) 1000-3
 New Jersey Eye Ctr. v. Princeton Ins.(20) 170-9
 North Am. Specialty Ins. v. Selective Ins.
(17) 525-1
 Pan Pacific Retail Prop. v. Gulf Ins.
(19) 1850-3
 Parking Concepts v. Tenney(16) 170-16
 Patrons Oxford Ins. v. Harris.....(18) 530-3
 Phoenix Ins. v. Churchwell.....(15) 210-2
 Prosser v. Leuck(12) 170-4
 Qualcomm, Inc. v. Certain Underwriters
(20) 750-7
 Saucedo v. Winger.....(9) 1000-9
 Southern Guar. Ins. v. Dowse.....(17) 150-2
 Todd v. Missouri United Sch. Ins.(18) 175-2
 U.S. Fire Ins. v. Worcester Ins.(17) 750-8
 U.S. Fire Ins. v. Zurich Ins.(14) 750-4
 Unterlack v. Westport Ins.(18) 410-3

Severability of Interests

American Family Mut. v. White.....(15) 270-1
 American Nat'l v. Estate of Fournelle....(4) 605-7
 Atchison, Topeka & Santa Fe Ry. v. St. Paul
(14) 235-2
 Brumley v. Lee(11) 105-4
 Caroff v. Farmers Ins.(12) 110-4
 Catholic Diocese v. Raymer(6) 110-7
 Great Southwest v. Hercules Bldg.(6) 235-17
 Home Indem. v. Employers Nat'l Ins.(3) 700-5
 Illinois Farmers Ins. v. Kure.....(18) 605-12
 Jefferson Ins. v. Curle(2) 540-2
 Merrimack Mut. Fire Ins. v. Sampson....(3) 210-3
 Metro Properties v. National Union Fire Ins. Co.
(20) 625-1
 Michigan Basic v. Wasarovich(8) 110-11
 Norfolk Shipbuilding v. Seabulk Transmarine
(14) 950-14
 Premier Ins. v. Adams(7) 605-5
 Ryder Truck v. Guaranty(2) 515-11, (2) 605-2
 St. Paul v. Schilling(7) 235-3
 *Short v. Safeco Ins.(6) 235-18
 Society for Christian Activities v. Markel Ins.
(15) 210-1
 State of Alaska v. Underwriters at Lloyds
(2) 605-1, (2) 1100-2
 *Taryn E.F. v. Joshua M.C.(6) 605-5
 Travelers v. Bloomington Steel & Supply
(19) 110-8
 United Fire v. Gravette.....(13) 160-5, (13) 235-4
 United Fire v. Shelly Funeral Home
(14) 110-16, (14) 135-10, (14) 140-7
 Universal Und. v. McMahan(2) 235-8
 USF&G v. PBC Prods.(3) 235-2
 West Amer. v. AV&S.....(11) 210-7, (11) 410-4
 Wilson v. State Farm(2) 235-11

Sexual (See Assault; Discrimination; Harassment)

Sexually Transmitted Disease

Reznicek v. Grall(2) 1100-4
 12th Street v. General Star... (9) 195-1, (9) 1400-9

Shooting

Berry v. McElmore(1) 110-22
 Graham v. J. F. Jackson(2) 270-2, (2) 1800-4
 Lucey v. Harris(1) 1700-21
 Nationwide v. Brown.....(1) 110-15, (1) 1600-12
 Preferred Risk Ins. v. Gill.....(2) 110-4
 United Serv. Auto. Ass'n v. Morris(2) 520-1
 Western World Ins. v. Harford Mut. Ins.
(1) 135-12, (1) 150-9, (1) 750-7

Silicosis

Clemco Ind. v. Commercial Union Ins.
(2) 110-10, (2) 115-9, (2) 140-6, (2) 205-1
 Ducre v. Mine Safety Appliances(2) 700-1
 Houston v. Avondale(2) 115-13, (2) 700-1
 Travelers v. U.S. Filter Corp.(20) 170-1

Sistership ExclusionSection 325

Bright Wood v. Bankers Standard Ins.(16) 320-3
 Plasticert v. Westfield Ins.(19) 310-6
 Sokol & Co. v. Atlantic Mut. Ins.(18) 325-1

Slander (See: Libel/Slander)

Sophisticated Insured

Northbrook v. P&G(4) 185-2, (4) 700-1

Special Proof Problems...Section 205 in Binders 1-3; Section 195 in Binders 4+

Spoliation

Essex Ins. v. Wright.....(19) 120-2, (19) 305-2
 Fletcher v. Dorchester Mut. Ins.(15) 195-1
 Humana WC Serv. v. Home Emergency Svcs.
(15) 1200-3

Sports, Contests, or Exhibitions

.....Section 260

Stacking

Barron v. Shelter Mut. Ins.(20) 950-18
 Houser v. Gilbert(1) 1700-21
 USAA v. Wilkinson.....(3) 800-1, (3) 1700-1
 Wilson v. Security Ins.(3) 1700-1

Standing

Barron v. Shelter Mut. Ins.(18) 180-12
 Cassidy v. Forum Ins.(3) 900-4
 Dial Corp. v. Marine Office.....(13) 180-12
 Jadco Mgmt. v. Federal Ins.(13) 140-8
 Kaufman & Broad Communities v. Performance
 Plastering.....(18) 135-5
 Pratt v. Protective Ins.(6) 180-4
 Selective v. Mid-Carolina Insulation....(10) 180-10
 Tri-S Corp. v. Western World Ins.(18) 1200-3

Statute of Limitations (See also

Limitations Period)

Adamski v. Allstate Ins.(12) 140-15
 American v. Canal Ins.(4) 140-5, (4) 180-10
 Brown v. Liberty Mut. Ins.(7) 140-6
 Chandler v. American Fire & Cas.(20) 140-3
 Combs v. International Ins.(16) 180-40
 Eaton Hydraulics v. Continental Cas.(18) 135-4
 Employers Ins. v. Granite State Ins.
(15) 530-6, (15) 700-6
 Flatiron Paving v. Great Southwest.....(4) 180-3
 General Cas. v. Carroll Tiling Serv.(15) 1200-1
 Grissom v. Commercial.....(6) 110-4, (6) 180-2

Words & Phrases

Statute of Limitations—Surveyor's Exclusion

Statute of Limitations (cont.)

Haugh v. Allstate Ins.	(15) 140-11
Hutchinson v. Attorneys Ins. Mut.	(7) 1000-5
Jones v. Secura Ins.	(15) 140-1
K-7 Ent. v. Jeswood Oil	(17) 115-3
Lambert v. Commonwealth Land.....	(4) 180-3
Manterola v. Farmers Ins. Exch.	(14) 140-2
<i>Medical Liab. Mut. Ins. v. Alan Curtis LLC</i>	(20) 135-2
Monumental Life Ins. v. USF&G.....	(7) 1400-3
Passman v. State Farm Fire & Cas.	(12) 950-13
<i>St. Paul Fire & Marine Ins. v. A.P.I., Inc.</i>	(20) 140-12
Schwindt v. Commonwealth Ins.	(11) 515-11, (12) 170-7
Stop & Shop v. Gonzales	(6) 760-7
TIG Ins. v. Via Net.....	(17) 620-3

Statutory Minimum

Canal Ins. v. Benner	(5) 700-4
Empire Ins. v. National Union Fire Ins. .	(1) 275-2
Guaranty Nat'l Ins. v. Koch	(5) 700-5

Storage or Safekeeping

Retail Sys. v. CNA Ins.	(4) 120-5
------------------------------	-----------

Subrogation (See also Waiver of

Subrogation)Section 530

Achee v. National Tea	(10) 120-3
Adriatic Ins. v. Holt.....	(6) 850-2
Aetna v. Westinghouse Elec.	(1) 530-9
*Argonaut Ins. v. Allstate Ins.	(6) 525-9
<i>AT&T Corp. v. Clarendon Am. Ins.</i>	(20) 1850-6
Bainbridge, Inc. v. Travelers	(19) 135-4
Capitol Indem. v. Fleming.....	(15) 1900-7
Columbia Grain v. Oregon Ins.	(7) 850-6
Cotter Corp. v. American Empire Surplus Lines	(16) 135-3, (16) 220-12
Dairyland Ins. v. Herman	(11) 140-6
ELRAC v. Ward	(13) 760-2
Employers Mut. Cas. v. ACCT	(11) 950-5
First State v. Kemper.....	(12) 140-7, (12) 750-1
Home Ins. v. Cincinnati Ins.	(16) 525-6, (16) 750-1
Howell v. State of Mont.	(7) 850-5
Iowa Nat'l v. Liberty Mut.	(4) 150-6
Latter v. Autry	(6) 850-10
Lumbermen's Underwriting RCR.....	(11) 950-25
Markham v. Nationwide Mut.	(10) 950-14
Matagorda Cty. v. Texas Ass'n	(12) 175-1
Maytag v. Tennessee Ins.	(5) 800-11, (5) 850-10
McCarter v. Alaska Nat'l Ins.	(8) 1200-2
McEwan v. Mountain Land Support Corp.	(17) 530-6
McKinley v. XL Specialty Ins.	(18) 950-5
Mount Airy Ins. v. The Doe Law Firm ...	(9) 170-1
Nationwide Mut. Ins. v. Hall.....	(8) 525-1
New Orleans Assets v. Woodward.....	(16) 850-2
Ohio Cas. v. State Farm	(13) 525-3
Phoenix Ins. v. Florida Farm Bur.	(3) 750-7
Royal Ins. v. Caliber One Indem.	(19) 530-4
St. Paul v. Fair Grounds	(10) 305-1
St. Paul v. Van Beek	(12) 950-16
SFH, Inc. v. Millard Refrigerated	(16) 615-7
Title Ins. v. Costain Ariz.	(3) 1950-3
Travelers Cas. v. American Equity Ins. .	(14) 525-5
Travelers Cas. v. Liberty Mutual.....	(19) 615-19
Truck Ins. Exch. v. Century Indem.	(8) 750-2
USF&G Co. v. Federated Rural Elect. Ins.	(14) 750-1
Vanliner Ins. v. Sampat	(15) 1700-10
Wensman v. Farmers Ins.	(12) 410-5
Western Agric. v. Industrial Indem.	(6) 525-4

Successor Liability

Aguirrez v. McMurtrie Bros.....	(2) 610-2
Carpenter v. Federal Ins.	(7) 605-1

Successor Liability (cont.)

Glidden Co. v. Lumbermens Mut. Cas.	(17) 520-1, (19) 170-15
Henkel Corp. v. Hartford Acc.	(15) 170-12
Hoang v. Assurance Co. of Am.	(19) 165-11
Northern Ins. v. Allied Mut. Ins.	(5) 135-5
Pilkington N.A. v. Travelers Cas. & Sur.	(19) 170-15
Red Arrow Prods. v. Employers Ins.	(12) 135-4
Savage Arms v. Western Auto	(13) 180-11, (13) 530-6

Sudden and Accidental

Aeroquip v. Aetna Cas. & Sur.	(7) 195-2
Alabama Plating v. USF&G.....	(10) 220-10
American v. General	(2) 110-11, (2) 220-5
<i>Barrett Paving Materials v. Continental Ins.</i>	(20) 115-5
Bell v. U.S. Fire Ins.	(8) 195-8, (8) 220-11
Bentz v. Mut. Fire	(3) 220-10
Broadwell v. Fidelity	(2) 115-6, (2) 220-3
Cincinnati Ins. v. Flanders Elec. Motor ..	(7) 220-2
Claussen v. Aetna Cas. & Sur.	(2) 220-10
Cotter Corp. v. American Empire Surplus Lines	(16) 135-3, (16) 220-12
Dutton-Lainson Co. v. Continental Ins.	(18) 180-17, (18) 220-7
E.I. DuPont v. Allstate Ins.	(10) 220-15
Employers v. George.....	(10) 150-1, (10) 220-11
F.L. Aerospace v. Aetna	(3) 115-15
Farm Bureau Mut. Ins. v. Laudick	(7) 220-1
Fischer & Porter v. Liberty Mut. Ins.	(2) 115-1
Grant-Southern Iron v. CNA	(2) 220-4
Greenville Cty. v. Insurance Reserve	(7) 220-3
Gridley Assoc. v. Transamerica Ins.	(6) 220-2
Guaranty Nat'l Ins. v. Vic Mfg.	(11) 220-1
Helena Chem. v. Allianz Underwriters	(16) 115-10, (16) 220-14
Highlands Ins. v. Aerovox.....	(10) 195-2
Hybud Equip. v. Sphere Drake Ins.	(5) 220-2
Hydrite Chem. v. Aetna Cas.	(17) 515-17
International Surplus v. Anderson.....	(3) 115-15
Just v. Land Reclamation	(3) 220-1
Key Tronic v. Aetna	(8) 220-10
Liberty Mut. Ins. v. SCA Serv.	(4) 115-6
Lower Paxon Twp. v. USF&G	(2) 220-11
Lumbermens v. Belleville Ind.	(3) 220-8
Maryland Cas. v. Continental Cas.	(16) 180-26, (16) 220-2
Murphy Oil v. Unigard Sec. Ins.	(14) 110-7
Northern Ins. v. Aardvark Assoc.	(5) 220-3
North Pacific Ins. v. Mai	(10) 220-6
Northville v. National.	(10) 195-3, (10) 220-8
O'Brien v. American.....	(6) 220-6, (6) 1400-9
Ogden v. Travelers Indem.	(4) 220-1, (4) 515-1
Outboard Marine v. Liberty Mut. Ins.	(3) 220-13
Patz v. St. Paul Fire & Marine Ins.	(7) 115-5
Payne v. USF&G	(1) 220-7
Pennsylvania Nat'l v. City of Pittsburg...	(6) 220-3
Pepper's Steel & Alloys v. USF&G.....	(2) 115-7
Polkow v. Citizens Ins.	(3) 115-3, (4) 115-2
Powers Chemco v. Federal Ins.	(3) 220-5
Primrose Operating v. National Am. Ins.	(17) 115-7
Protective v. City of Woodhaven	(4) 115-2
Public Serv. Co. v. Wallis & Cos.	(11) 220-6, (12) 115-2, (12) 170-1
Quaker State v. Fireman's Fund.....	(8) 220-10
Queen City Farms v. Central Nat'l Ins. ...	(8) 115-2
Sanborn Plastics v. St. Paul.....	(6) 115-4
Sinclair Oil v. Republic Ins.	(10) 220-5
Sokoloski v. American West Ins.	(12) 220-6
State of NY v. INA Underwriters Ins.	(2) 220-1
State of Wis. v. Mauthe.....	(2) 220-7
Transamerica Ins. v. Sunnes.....	(1) 220-7
USF&G v. Star Fire Coals.....	(2) 115-15, (2) 220-6
Upjohn v. New Hampshire Ins.	(4) 115-2
Wagner v. Milwaukee Mut.	(2) 120-9, (2) 220-7
Waste Mgmt. v. Peerless	(1) 110-19, (1) 220-6
Weber v. IMT Ins.	(3) 110-12, (3) 220-14

Suit

Ameron Int'l Corp v. Insurance Co. of State of PA	(19) 135-5
Keystone Consol. v. Employers Ins. Co. of Wausau	(19) 170-11
Johnson Controls v. Employers Ins. of Wausau	(16) 115-1
Ortega Rock Quarry v. Golden Eagle Ins.	(19) 135-2, (19) 220-1

Supervision

Allstate Ins. v. Steele.....	(9) 110-9
American Family v. Mission Med.	(9) 110-6
Berg v. Schultz	(8) 225-1
Camp Dresser & McKee v. Home Ins.	(3) 255-4
Cincinnati Ins. v. American Line	(8) 255-2
Continental v. McDowell	(9) 1000-7
<i>Crandell v. American Home Assur.</i>	(20) 115-5
Doyle v. Engelke	(11) 110-4
Essex Ins. v. Fieldhouse	(7) 225-1
Essex Ins. v. Vincent	(8) 225-3
GATX Leasing v. National Union.....	(8) 110-6
Hanover Ins. v. Crocker	(10) 110-8
Hartford Ins. v. State Farm.....	(7) 605-2
H.E. Butt Grocery v. National Union....	(11) 105-7
Houg v. State Farm Fire & Cas.	(7) 255-1
Jefferson Ins. v. Dunn	(11) 225-5
Magnum Foods v. Continental Cas.	(8) 130-1
Marquis v. State Farm Fire & Cas.	(11) 210-3
Merrimack Mut. Fire Ins. v. Sampson ...	(3) 210-3
Milbank Ins. v. Garcia	(1) 210-12
Millers Cas. Ins. v. Flores	(7) 255-2
Mitcheson v. Izdepski	(2) 220-4
Mount Vernon Fire Ins. v. Creative.....	(9) 225-1
National Union Fire v. Glenview	(7) 615-1
North East Ins. v. Soucy.....	(10) 235-6
Oakley Transport v. Zurich Ins.	(7) 210-1
Pacific Employers v. Domino's.....	(11) 1700-5
<i>Philbrick v. Liberty Mut. Fire Ins.</i>	(20) 200-1
Premier Ins. v. Adams	(7) 605-5
Pulleyn v. Cavalier Ins.	(1) 210-12
Redeemer v. Church.....	(10) 270-1, (10) 525-8
Rehburg v. Constitution States Ins.	(3) 550-1
Robert Hayman, Inc. v. Acme	(10) 235-5
R.C. Diocese v. Interstate.....	(10) 170-4
Sarah G. v. Maine Bonding & Cas.	(17) 110-5
Schexnayder v. Fed Ventures	(7) 225-2
S.F. (Jane Doe) v. West Am. Ins.	(8) 110-6
Society for Christian Activities v. Markel Ins.	(15) 210-1
Sparacino v. Pawtucket Mut. Ins.	(8) 515-6
Stafford v. T.H.E. Ins.	(11) 225-3
State Sec. Ins. v. Global Auto	(1) 145-6
Sunshine Birds v. USF&G.....	(10) 110-6
United Nat'l Ins. v. Waterfront.....	(6) 225-4
Western World Ins. v. Spevco	(9) 235-2
Winnacunnet Co-op. v. National.....	(9) 225-3

Supplementary Payments400 Tab

Surety Bonds (See Bonds: Surety)

.....Section 1900

Surface Water

Ebbing v. State Farm Fire & Cas.	(12) 950-6
Heller v. Fire Ins. Exch.	(3) 950-17
Noran Neurol. v. Travelers Indem.	(13) 950-6
Selective Way Ins. v. Litigation Tech....	(17) 950-3
Smith v. Union Auto Indem.	(14) 150-2
State Farm Lloyds v. Marchetti.....	(12) 950-5
Whitt v. State Farm	(13) 950-20

Surveyor's Exclusion

Natural Gas v. Odom Offshore	(3) 255-1
------------------------------------	-----------

Tangible Property (*See* Property: Tangible)**Tender of Defense**

- Cobb v. Empire Fire & Marine Ins.(1) 410-3
 Employers Ins. v. James McHugh(10) 525-5
 Federated Mut. v. State Farm(9) 135-6
 General Agents Ins. v. Midwest Sporting Goods
(16) 135-2
 Hartford v. Gulf(1) 135-15, (1) 150-10
 Towne Realty v. Zurich Ins.(8) 410-2

Title:

- Carolina Cas. Ins. v. Williams(19) 1700-3
 Nudi Auto RV v. John Deere Ins.(14) 1600-2

Insurance.....Section 1950

- Atlantic Title Ins. v. Aegis Funding Corp.*
(20) 140-7
 Daca v. Commonwealth Land Title(5) 605-1
 First United Bank v. First Am. Title(6) 150-4
 Hartford Ins. Grp. v. Rubinshteyn(1) 1600-14
 Lawyers Title Ins. v. D.S.C.(2) 1950-2
 Safeco Ins. v. Lapp(1) 1600-13
 Stevens v. United Gen. Title(15) 135-2

Torts: (*See also* Business Interference)**Immunity**

- Blackwelder v. City of Winston-Salem ... (5) 760-8
 City of Gary v. Allstate Ins.(5) 760-3
 Crider v. Zurich Ins.(9) 210-4
 Herndon v. Barrett(3) 1800-6
 Mastrandrea v. Chicago Pk. Dist.(7) 760-26
 McGinnis v. Waste Mgmt. of La.(18) 1200-2
 Reliance Ins. v. Walker Cty.(6) 110-9
 Waire v. Joseph(5) 760-10

Intentional

- Emergency Med. Svcs. v. St. Paul Mercury Ins.*
(20) 235-11
 Great Am. Ins. v. Hartford Ins.(6) 1400-11
 Harasyn v. Normandy Metals(3) 170-3
 Leon Lowe v. Great American(3) 1200-1
 Lumbermens v. S-W Ind.(8) 110-1, (8) 220-5
 Presrite v. Commercial Union(10) 110-1
 Sphere Drake Ins. v. D'Errico
(13) 110-12, (13) 225-3
State Farm v. Harbert(20) 110-6
 Trinity Univ. v. Cowan(10) 105-8, (10) 125-1
 Trisler v. Indiana Ins.(4) 135-3
 Ziebart Int'l v. CNA(9) 110-5, (9) 135-10

Toxic/Hazardous Waste... Section 115

- American Employers v. Elf(8) 180-2
 Olin v. INA(5) 515-1
 Ruffin v. Sawchyn(5) 105-2, (5) 130-1
 Solvents v. Midland(2) 515-3, (2) 520-1
 Spaulding Composites v. Liberty Mut.(14) 700-4

Toxic Torts (*See* Torts: Toxic)**Trademark Infringement** (*See* Copyright/Trademark)**Trespass**

- ABC Bldrs. v. American Mut. Ins.(8) 110-12
 Ananda Church v. Massachusetts Bay Ins.
(14) 120-6
 City of Atlanta v. St. Paul(11) 105-2
 City of Grosse Pointe Pk. v. Michigan Munic.
 Liab.(16) 150-4, (16) 1400-15
 County of Columbia v. Continental(7) 1400-6
 Decorative Ctr. v. Employers(6) 1400-1
 Franklin v. Western(10) 120-3, (10) 1400-12
 Gibson v. Farm Family(9) 120-3, (9) 410-1
 Grissom v. Commercial(6) 110-4, (6) 180-2

Trespass (cont.)

- Mass. Bay v. Ferraiolo(3) 105-3, (3) 330-4
 Matlack v. Mt. West Farm Bur. Mut.(14) 110-9
 National Farmers v. Kovash(3) 110-5
 National Fire & Indem. v. Ali & Sons
(16) 1400-18
 Rohrer v. Rick(8) 110-5
 Royal Ins. v. Kirksville
(12) 220-4, (12) 1400-7, (15) 150-8
 Scottish Guar. Ins. v. Dwyer(7) 1400-7
 Sherwin-Williams Co. v. Travelers
(16) 115-9, (16) 220-11, (16) 1400-13
 Standard Constr. v. Maryland Cas.
(16) 110-18, (16) 120-7, (16) 315-2
Supreme Laundry Serv. v. Hartford Cas. Ins.
(20) 1400-11

Trigger of Coverage (*See also* Claims Made; Occurrence)

- AC and S v. Aetna Cas. & Sur.(1) 115-10
 Aetna Cas. & Sur. v. Merritt(5) 125-4
 Aetna Cas. & Sur. v. Ply Gem(14) 315-1
 Alberti v. Welco Mfg.(3) 120-3
 Allstate Ins. v. Hicks(16) 110-6
Allstate Ins. v. Hunter(20) 950-1
 Allstate Ins. v. Romero(4) 360-1
 American Employer's v. Pinkard(4) 120-1
 American Home Assur. v. Dykema, Gossett,
 Spencer(1) 105-23, (1) 150-12, (1) 160-9
 American Home Assur. v. Unitramp(11) 120-2
 Arco Ind. v. American Motorists Ins.(8) 115-8
 Associated Aviation Underwriters v. Woods
(18) 170-2
 Audubon Trace Condo. v. Brignac-Derbes
(18) 165-16
 A.W. Chesterton v. Massachusetts Insurers
 Insolvency Fund.(18) 170-11, (18) 545-1
 Baugh Constr. v. Mission(2) 120-7, (2) 315-5
 Baylor v. Federated(6) 105-5, (6) 135-4
 Board of Ed. v. Utica Mut.(14) 1800-1
 Century Indem. v. Hearrean(15) 165-7
 Century Sur. v. United Pacific Ins.(15) 525-5
 Clemco Ind. v. Commercial Union Ins.
(2) 110-10, (2) 115-9, (2) 140-6, (2) 205-1
 Clendenning v. Worcester Ins.(11) 950-24
 Cleveland Bd. v. R.J. Stickle Int'l(5) 120-1
 Commercial Union Ins. v. Sepco(1) 115-10
 Concord Hosp. v. N.H. Med.(7) 190-1
 *Continental v. Medical Protective(6) 105-6
 CPC Int'l v. Northbrook(8) 115-7
 Daniels-Reccio v. Hosp. Del Maestro(10) 190-5
 Dant & Russell v. United Pacific Ins.(3) 115-7
 Davidson v. United Fire & Cas.(4) 950-9
 Dodd Animal Hosp. v. Hartford Cas.(16) 950-15
 Domtar v. Niagara Fire Ins.
(10) 115-7, (10) 170-1, (10) 330-1
 Eagle-Picher Ind. v. Liberty Mut. Ins.(2) 115-12
 Eli Lilly v. Home Ins.(1) 125-1, (1) 125-3
 Eljer Mfg. v. Liberty Mut. Ins.(5) 315-3
 Employers Ins. v. Bodi-Wachs(7) 190-6
 EnergyNorth Natural Gas v. Underwriters at
 Lloyd's(16) 170-12
 Fireman's Fund Ins. v. Aetna(3) 120-3
 Fireman's Fund Ins. v. Ex-Cell-O(2) 115-12
 Fireman's Fund Ins. v. Hartford(9) 120-9
 Friendship Homes v. American States(3) 105-1
 Gelman Sci. v. Fidelity(8) 115-7, (10) 115-10
 Golden Eagle Ins. v. Travelers(9) 120-8
 Gottlieb v. Newark Ins.(3) 105-1, (3) 360-4
 Great Lakes Dredge v. City of Chicago (14) 120-2
 Grefer v. Travelers(18) 115-2, (18) 170-1,
 (18) 220-1, (18) 305-1
Hampton v. Carter Enters.(20) 105-4
 Hancock Labs. v. Admiral Ins.(1) 125-2
 Harken Exploration v. Sphere Drake Ins.
(14) 110-5, (14) 170-6, (14) 220-5
 Harleysville Mut. v. Berkley Ins.(17) 165-49
 Herzog Contr. v. Oliver(18) 170-6

Trigger of Coverage (cont.)

- Highlands Ins. v. Schrillo(2) 105-4
 Hoechst Celanese v. Certain Und.(8) 120-3
 Huntzinger v. Hastings ... (10) 105-17, (10) 330-4
 Hutchinson v. Nationwide Mut.(17) 165-16
 IBM v. Liberty Mut.(16) 170-19, (16) 180-36
 Independent Petro. v. Aetna(2) 115-11
 Inland Waters v. National Union(7) 115-3
 In re San Juan Dupont Plaza Hotel(6) 120-1
 In re Silicone Implant(16) 170-1, (16) 410-3
 Jackson v. State Farm(5) 950-7
 Jackson v. Welco Mfg.(6) 120-5
 Jenoff, Inc. v. New Hampshire Ins.(10) 105-1
 Joe Harden Bldrs. v. Aetna(10) 170-3
 Kief Farmers v. Farmland(8) 950-6
 Korossy v. Sunrise Homes(8) 315-2
 Lac D'Amiante v. American Home(1) 115-11
 *Lafayette Ins. v. C.E. Albert Constr.(9) 120-5
 Lepirino v. Nationwide P&C(16) 120-2
 Lloyd E. Mitchell v. Maryland Cas.(4) 115-2
 Makarka v. Great Amer. Ins.(13) 105-6
 Maryland Cas. v. Hanson(19) 170-14
 Maryland Cas. v. National American(9) 135-7
 Miller v. Owens & Owens Constr.(17) 165-18
 Mirza v. Outdoor Leisure(7) 360-1
 Mount Vernon Fire v. Scottsdale(7) 180-3
 Nationwide Ins. v. Central Mo. Elec.(14) 170-4
 Nelson v. Hartford Underwriters Ins.(19) 950-10
 Old Republic Ins. v. Chuhak(9) 1000-11
 Olin Corp. v. Certain Underwriters at Lloyd's
(19) 115-6
 O'Reilly v. Allstate Ins.(5) 950-3
 Orleans Parish Sch. Bd. v. Scheyd(10) 360-1
 Outboard Marine v. Liberty Mut. Ins.(7) 170-8
 Pekin Ins. v. Jones & Addems(7) 120-3
 Phoenix Phase I v. Ginsberg(1) 750-12
 PSI Energy v. Home Ins.
(16) 115-7, (16) 180-34, (16) 515-11
 Quincy Mut. Fire Ins. v. Borough of Bellmawr
(15) 115-3, (15) 170-7
 Redeemer v. Church(10) 270-1, (10) 525-8
 R.C. Diocese v. Maryland . (11) 125-5, (11) 150-1
 Riley v. USAA(17) 120-10, (17) 170-4
 Riverwood Int'l v. Employers Ins.(18) 1200-1
 Roman Catholic Diocese v. Interstate Fire & Cas
(16) 110-10
 Rozenfeld v. Medical Protective(5) 102-2
 Ruffin v. Sawchyn(5) 105-2, (5) 130-1
 St. Paul v. National Chiro.(7) 190-6
 St. Paul v. Valentine(9) 120-4
 Scott's Liquid Gold v. Lexington Ins.
(15) 115-5, (15) 410-4
 SCSC v. Allied (8) 115-6, (8) 185-1, (8) 410-1
 Shaver v. INA(5) 125-3
 Signature Dev. v. Royal Ins.
(13) 135-2, (13) 150-5
 Society v. Interstate Fire(7) 170-1
 Spartan Petrol. v. Federated
(11) 115-6, (11) 170-4
 Standard Fire Ins. v. Spectrum Cmty. Ass'n
(19) 120-1
Stark Liquidation Co. v. Florists' Mut.(20) 110-1
 State Farm v. McGowan(18) 125-1
 Stonehenge v. Employers .. (12) 115-6, (12) 120-4
 Stonewall Ins. v. Asbestos(8) 115-4, (8) 170-4
 Textron v. Aetna(7) 115-4, (11) 115-7
 Township of Gloucester v. Maryland(2) 115-10
 Transamerica Ins. v. INA(4) 115-6
 Travelers Ins. v. Eljer Mfg.(14) 120-1
 Trizec Prop. v. Biltmore (1) 120-12, (1) 135-18
 Trustees v. Commercial Union(7) 115-2
 Two Pesos v. Gulf Ins.(8) 1400-8
 United Bank v. Kansas Bankers(3) 1900-7
 U.S. Gypsum v. Admiral Ins.(7) 115-7
 U.S. Liab. Ins. v. Selman(8) 115-10
 Universal Reins. v. Greenleaf(6) 105-4
 Wellbrock v. Assurance Co. of Am.(10) 105-19
 West American v. Tufco Flooring(4) 120-6

Trigger of Coverage—Uninsured Motorist Coverage

Trigger of Coverage (cont.)

Westoil Terminals Co., Inc. v. Industrial Indem. Co.	(16) 220-1
Winding Hills v. N. Amer.	(12) 950-18
Wisconsin Elec. v. California Union.....	(2) 105-12
Wrecking Corp. v. INA(3)	120-1
YWCA v. Allstate Ins.	(14) 180-2
Zurich v. Raymark Ind.(2)	115-14, (2) 125-2

Truckers Policy/Endorsement

Chester Carriers v. National Union.....	(13) 750-6
Continental v. Aetna.....	(2) 525-20
Great West Cas. v. Carolina Cas.	(17) 1600-1
Indiana Ins. v. O.K. Transport.....	(4) 605-4
Johnson v. Occidental Fire & Cas.	(5) 180-4
Northland Ins. v. Schubert.....	(9) 235-3
Pitre v. Elliott(2)	525-19
Planet Ins. v. Transport Indem.	(2) 1700-5
Rad Source Tech. v. Essex Ins.	(18) 135-1
Schubert v. Trailmobile Trailer(16)	195-1
Tokles & Son v. Midwestem Indem.....	(5) 140-14
Western Heritage v. Chava Trucking.....	(6) 210-4

Ultimate Net Loss

Chase Resorts v. Safety Mut. Cas.	(7) 800-1
Colorado Farm v. N. Amer.(3)	900-5
Hartford v. United Gen. Ins.(2)	700-4
Mead v. Granite State.....	(2) 105-15, (2) 170-6

Umbrella Policy(ies) (See also Excess; Primary/Excess; Drop Down)

.....Section 800

Aetna Cas. v. O'Rourke Bros.....(15)	110-5, (15) 125-2, (15) 150-2, (15) 700-2, (15) 1400-5
Allstate v. Executive Car.....	(2) 750-4, (2) 1700-1
American Excess v. MGM Grand.....	(2) 410-1
American Home v. Libbey-Owens-Ford	(1) 105-25, (1) 120-13, (1) 170-2, (1) 325-3
American Home v. Safway Steel	(2) 130-3
Arkwright-Boston v. Aries Marine	(4) 150-1
Atlanta Int'l Ins. v. Checker Taxi	(4) 515-2
Atlanta Int'l Ins. v. Yellow Cab	(4) 515-3
ATOFINA Petrochemicals v. Evanston Ins.	(15) 170-14, (15) 615-8
Bailer v. Erie Ins. Exch.(10)	1400-15
Bituminous Cas. v. Iowa Nat'l Mut.	(1) 750-15
Bosco v. Auto-Owners Ins.(8)	525-3
Boyd v. Nationwide Mut. Ins.(6)	130-2
Capitol Reprod. v. Hartford Ins.	(2) 105-8, (2) 120-2, (2) 315-2
Carrabba v. Employers Cas.(2)	750-13
Continental Cas. v. Aetna.....	(2) 525-7
Cranford Ins. v. Allwest Ins.(2)	135-7
First Londonderry Dev. v. CNA Ins.(8)	330-2
Garmany v. Mission Ins.(1)	110-21, (1) 235-11
Gerol v. Arena.....	(1) 255-6
Granite State Ins. v. Degerlia	(4) 260-1
Guaranty Nat'l Ins. v. Bayside.....	(1) 750-16
Harbor Ins. v. Trammell Crow	(2) 515-9
Hartford v. Rush-Presbyterian.....	(5) 515-2
Herman Bros. v. Great West Cas.	(11) 515-4
Home Ins. v. Certain Underwriters	(1) 750-2
Home Ins. v. National Union.....	(14) 135-6
Illinois Emcasco Ins. v. Continental.....	(1) 750-2
Indiana Ins. v. Mission Nat'l Ins.	(2) 525-17
Industrial v. N. River.....(3)	140-10, (3) 610-1
Interco v. Mission Ins.(1)	110-16, (1) 235-11
Interstate v. Auto-Owners ...	(2) 525-9, (2) 750-14
Jostens v. CNA.....(1)	515-18, (2) 170-1, (2) 400-1
Jostens v. Mission Ins.	(1) 135-28, (1) 750-8, (1) 1400-9
Kennerly v. State of Del.....	(3) 360-6
LeMars Mut. Ins. v. Farm & City Ins.....	(6) 750-5
Liberty Mut. Ins. v. Harbor Ins.	(5) 525-10
Metropolitan v. Chicago Ins.(1)	750-16
Michigan Millers v. N. Amer.	(3) 900-3
Mission Ins. v. U.S. Fire Ins.	(2) 525-8
National v. Gulf.....(11)	135-3, (11) 220-8

Umbrella Policy(ies) (cont.)

Northbrook v. Chubb.....	(1) 750-2
Occidental v. Brocius	(1) 750-10, (1) 1700-20
Piermount Iron Works v. Evanston Ins.	(20) 540-1
Pacific Indem. v. Fireman's Fund Ins. ..	(1) 750-12
Planet Ins. v. Ertz(9)	525-4
Powerine Oil v. Superior Ct.	(18) 170-7
Prudential v. Lawrence.....	(2) 120-2
Purrelli v. State Farm	(11) 1400-8
Smith v. State Farm.....(1)	110-15, (1) 135-19
State Farm v. LiMauro.....	(1) 750-3
Stevens Painton v. First State Ins.	(12) 615-4
Stonewall v. Modern	(2) 150-8, (2) 515-10
Thibodeaux v. Burton.....	(2) 1700-8
Trus Joist Corp. v. Safeco	(2) 140-4, (2) 310-1
Twin City Fire v. Old World Trading.....	(7) 515-3
U.S. Fire Ins. v. Aetna Cas. & Sur.	(3) 525-1
U.S. Fire Ins. v. Federal Ins.	(2) 400-5, (2) 525-6, (2) 525-11
Westfield Cos. v. Quality Signs & Serv.	(17) 110-11

Underinsured Motorist Coverage

Aetna Cas. & Sur. v. McMichael	(8) 1700-5
Anderson v. Northwestern	(2) 760-6, (2) 1700-14
Apgar v. Commercial Union Ins.	(9) 605-5
Bernard v. Nationwide Mut. Fire	(6) 1700-16
*Brantley v. Starling	(6) 1700-18
Canedy v. Liberty Mut. Ins.(10)	605-4
Ceci v. National Indem.....	(6) 1700-15
Chmielewski v. Aetna Cas. & Sur.	(4) 1700-9
Cohn v. Pacific Employers Ins.(3)	800-1
Continental Cas. v. Pro Machine.....	(19) 605-1
Corley v. Hertz	(8) 1700-14
Cutter v. Maine Bonding & Cas.(3)	1700-8
Daley v. Allstate Ins.(11)	125-3
Davis v. Continental Ins.(8)	1700-6
Decker v. CNA Ins.(4)	1700-11
Downey v. City of Elizabeth.....	(7) 760-17
Freese v. Bituminous Cas.(9)	800-5
Futch v. Commercial Union Ins.	(7) 800-4
Gianola v. Continental Cas.(15)	150-11
Harden v. Monroe Guar. Ins.(6)	1700-13
Hartford Ins. v. Hertz	(4) 760-3
Hettenhausen v. Economy Fire & Cas. ...	(2) 110-5
Huebner v. MSI Ins.(7)	1700-2
Insurance Co. v. Hampton	(8) 1700-7
Isenhour v. Universal Underwriters	(9) 800-3
Jacobs v. USF&G.....	(6) 605-4
Jalas v. State Farm Fire & Cas.	(7) 800-4
Jenkins v. City of Phila.(6)	760-8
Kiernan v. Agency Rent-a-Car.....	(5) 760-2
Koop v. Safeway Stores	(5) 1700-8
Langer v. USF&G.....	(2) 1700-11
Liberty Mut. Ins. v. McLaughlin.....	(4) 800-2
McCauley v. Metropolitan P&C Ins.	(14) 1700-13
McGreevy v. Oregon Mut. Ins.	(10) 410-22
Miller v. Fluharty	(11) 410-2
Muller v. Tri-State Ins.(10)	1700-7
Murawski v. CNA Ins.(17)	1700-4
Mustain v. USF&G.....	(9) 1700-11
Nadler v. Liberty Mut. Fire Ins.	(6) 180-7
Nationwide Mut. Ins. v. Chivington.....	(5) 800-3
Newman v. Erie Ins. Exch.(11)	1700-9
*North Carolina v. Stamper	(9) 800-5
*Ormsbee v. Allstate Ins.(6)	800-7
Pentz v. Davis.....	(10) 525-3
Pinto v. N.J. Mfrs. Ins.(17)	1700-5
Putzeys v. Schreiber	(4) 760-6
Reddy v. New Hampshire Ins.	(5) 800-8
St. Paul v. Gilmore.....	(4) 800-2, (4) 1700-1
South Carolina v. USF&G	(8) 1700-13
Sproles v. Greene	(4) 400-1, (4) 1700-7
Stiefel v. Bayly, Martin & Fay	(3) 800-2
Stone v. Liberty Mut. Ins.(10)	1700-11
Thattil v. Dominican Sisters of Charity ..	(5) 605-4
U.S. Fire Ins. v. Parker	(8) 1700-12
West Am. Ins. v. MacDonald	(6) 180-8

Underinsured Motorist Coverage (cont.)

Westerheide v. State Farm Ins.	(6) 1700-16
Wilson v. Progressive Northern Ins.	(17) 515-7

Unfair:

Claims Practices (See Claims) Competition

American Simmental v. Coregis Ins.	(14) 1400-21
Bank of the West v. Superior Ct.	(5) 1400-2
Delta Pride Catfish v. Home Ins.	(11) 1400-5
Graham Res. v. Lexington Ins.....	(7) 1400-5
Granite State Ins. v. Aamco	(8) 1400-4
Henderson v. USF&G	(9) 110-1, (9) 1400-2, (10) 1400-12
Jim Black & Assoc. v. Transcontinental Ins.	(19) 175-1
John Deere Ins. v. Shamrock Ind.	(4) 605-1, (4) 1400-1
John v. Auto-Owners	(8) 1000-13, (8) 1400-2
Keating v. National Union	(7) 125-1, (7) 1400-4
Parameter v. Mass. Bay.....	(7) 1400-13
Polaris Ind., L.P. v. Continental Ins.....	(8) 1400-4
Practice v. Old Dominion.....	(5) 1400-11
QSP, Inc. v. Aetna Cas.(13)	1400-13
R.C. Bigelow, Inc. v. Liberty Mut. Ins.	(14) 1400-19
Standard Fire Ins. v. Peoples Church.....	(6) 1400-5
Tire Kingdom v. First Southern Ins.....	(3) 1400-7

Uninsured Motorist Coverage

Akerley v. Hartford Ins. Grp.(6)	1700-2
Akers v. Avis Rent-A-Car.(6)	235-14, (6) 1700-4
Alabama Ins. v. Hollingsworth	(6) 850-12
Amica Mut. Ins. v. Amato.....	(7) 760-1
Archunde v. International Surplus	(8) 800-2
Ariz. P&C v. Herder.....	(2) 525-10
Bays v. Estate of Zeringue	(5) 800-9
Beck v. Budget Rent-A-Car	(9) 760-1
Bohannon v. Allstate Ins.(5)	180-2
Borchardt v. Carline	(6) 850-3
Bouley v. City of Norwich	(4) 760-5
Buckeye Union Ins. v. Carrell.....	(5) 1700-3
Buckner v. Motor Vehicle Acc.(1)	1700-15
Burke v. Buehler	(15) 540-2
City of Gary v. Allstate Ins.	(5) 760-17
Classified Ins. v. Budget Rent-A-Car	(8) 760-1
Coltey v. New England Tel.	(5) 760-14
Continental Cas. v. Riveras	(5) 1800-2
Curran v. Aetna Cas. & Sur.	(5) 800-6
Dale v. City of Newport News.....	(5) 760-17
Dillard v. Alabama Ins. Guar. Ass'n.....	(5) 850-12
Diversified Svcs. v. Avila.....	(5) 760-20
Eastham v. Nationwide Mut. Ins.	(5) 140-3
Ellis v. R.I. Public Transit Auth.	(4) 760-1
Freese v. Bituminous Cas. Corp.....	(9) 800-5
Futch v. Commercial Union Ins.	(3) 1700-12
Grain Dealers Mut. Ins. v. Lower.....	(5) 1700-4
Gutman v. Worldwide Ins.	(6) 760-1
*Hartford Ins. v. Kean.....	(6) 1700-19
Hartz v. Mitchell	(5) 1700-4
Hawkeye-Sec. v. Lambrecht	(7) 1700-1
Heavens v. Laclede Gas.....	(4) 760-4
*Hieb v. St. Paul.....	(6) 1700-19
Hodge v. Raab.....	(15) 1600-1
Hull v. State Farm	(12) 1700-3
Johnson v. Neal.....	(5) 180-8
Johnson v. USF&G	(12) 605-2
Lawler v. Fireman's Fund	(15) 1700-3
Lepley v. Hartford Acc. & Indem.	(16) 515-10
Lexie v. State Farm	(9) 210-1
Lindsay v. Poole.....	(4) 800-3
Lipof v. Florida Pwr.(3)	760-5, (5) 760-12
MacKenzie v. Empire Ins.(3)	1700-4
Mass v. USF&G	(5) 800-5
Mazzaferro v. RLI Ins.	(8) 800-2
Miller v. Mabe.....	(10) 605-5
Miller v. Safety Mut. Cas.	(2) 800-2

Uninsured Motorist Coverage (cont.)

Millers Nat'l v. City of Milwaukee(7) 760-17
 Monroe Guar. Ins. v. Campos(4) 1700-10
 Murawski v. CNA Ins.(17) 1700-4
 Mustain v. USF&G(9) 1700-11
 Napier v. Bertram(11) 180-8
 National Farmers v. Bang(7) 760-18
 Nevada Ins. v. Sierra Auto(6) 850-11
 New Hampshire Ins. v. Oliver(12) 605-6
 Nichols v. CNA Ins.(3) 550-1
 Norman v. City of Milwaukee(8) 760-8
 Norris v. National Union Fire(14) 1700-8
 Pafco Gen. v. Providence Wash.(4) 1700-8
 Passamano v. Travelers Indem.(8) 760-1
 Pinkham v. Morrill(6) 850-5
 Pinto v. N.J. Mfrs. Ins.(17) 1700-5
 Plaisance v. Fogg(3) 1700-11
 Prejean v. Dixie Lloyds Ins.(5) 850-12
 Pully v. Preferred Risk Mut. Ins.(8) 140-4
 Quittem v. National Car Rental(5) 1700-7
 *Republic Ins. v. Stoker(6) 140-12
 Rhiel v. Wisconsin Cty. Mut. Ins.(10) 140-7
 Rox v. Allstate Ins.(4) 760-8
 Selander v. Erie Ins. Grp.(12) 1700-4
 Sharff v. Ohio Cas. Ins.(6) 605-2
 Simpson v. USF&G(10) 605-3
 Stecher v. Iowa Ins. Guar. Ass'n(4) 850-5
 Sweatt v. Great Am. Ins.(3) 800-3
 Tate v. Hanover Ins.(2) 1700-10
 Thibodeaux v. Burton(2) 800-7, (2) 1700-8, (2) 1700-13
 Travelers Ins. v. Joseph(8) 1200-3
 Travelers Ins. v. Quirk(5) 1700-6
 Trobaugh v. Migliore(5) 760-12
 Tyler v. Kelley(8) 760-8
 Urban v. Loham(5) 850-1
 USF&G Co. v. John Deere Ins.(15) 525-1
 Van Vonno v. Hertz(6) 760-3
 Welch v. Miller & Long(12) 1700-5
 Wendell v. State Farm(12) 105-11
 Wiemann v. Industrial Und.(1) 760-3
 Wilson v. Progressive Northern Ins.(17) 515-7
 Windle v. Alabama Ins. Guar. Ass'n(5) 850-11
 Wright v. Smallwood(5) 760-15
 Yaccino v. State Farm(16) 760-3
 Yetzke v. Fausak(6) 850-1

Unjust Enrichment

General Agents Ins. v. Midwest Sporting Goods(17) 135-3
 Steadfast Ins. v. Caremark Rx, Inc.(19) 135-7
 USF&G v. Advance Roofing(3) 110-6

Unlawful Conduct Exclusion

Western Cas. v. City of Palmyra(2) 1400-5

Unworkmanlike Conduct

Jakobson Shipyard v. Aetna(5) 105-2
 Lusalon v. Hartford(2) 350-1
 Maryland Cas. v. Reeder(3) 320-3, (3) 330-3, (3) 350-1
 *Utility Maint. v. West American(6) 315-7

Vacancy

Catalina Ent. v. Hartford(8) 950-16
 DeBartolo v. Underwriters at Lloyd's(19) 950-34
 Farm Bur. Mut. Ins. v. Wilcox(20) 950-12
 Gas Kwick v. United Pacific Ins.(8) 950-15
 Lundquist v. Allstate Ins.(13) 950-21
 Nwaigwe v. Prudential P&C(13) 950-11
 Smith v. Shelby Ins.(10) 950-12
 TRB Invs., Inc. v. Fireman's Fund Ins.(19) 1100-1
 Warren Davis Prop. v. United Fire(12) 950-12

Vendors Endorsement.....Section 610

C.J. Duffey Paper v. Liberty Mut. Ins.(9) 135-17
 Continental Cas. v. Sears, Roebuck(1) 610-6
 Duffey Paper v. Liberty Mut. Ins.(8) 410-6
 Gamble Skogmo v. Aetna(1) 525-15, (1) 610-6
 Wal-Mart Stores v. RLI Ins.(15) 525-3, (15) 530-1

Vicarious Liability

Affiliated FM Ins. v. Beatrice Foods(1) 130-7
 Albertson's v. Great Sw. Fire(2) 110-8
 American Ctry. v. James McHugh Constr.(16) 615-9
 American States Ins. v. Bailey(10) 110-9
 American States Ins. v. Natchez(10) 105-13
 Atlanta v. Internat.(11) 310-1, (11) 1700-3
 BP Oil v. Federated Mut.(11) 230-1, (11) 310-1
 Budget Rent-A-Car v. Chappell(17) 180-8
 Century Sur. v. Charron(11) 225-7
 Container Corp. v. Maryland Cas.(12) 615-1
 Doe v. Shaffer(13) 110-5
 Dreher v. Budget Rent-A-Car(19) 180-3
 Evangelical Lutheran v. Atlantic Mut.(13) 110-7, (13) 180-2
 First Professionals Ins. v. Heart & Vascular Inst.(18) 190-3
 Flint Hills v. Federated(11) 130-1
 Florida Power v. Penn Am. Ins.(8) 615-4
 Georgia Interlocal Risk Mgmt. v. Godfrey(18) 605-9
 GNFH, Inc. v. West Am. Ins.(20) 110-6
 Hallett v. St. Paul(2) 1700-7
 Johnson & Johnson v. Aetna(8) 130-3
 Lewis v. Hamilton(7) 310-15
 Liberty Mut. Ins. v. Capeletti Bros.(11) 615-25
 Lincoln Gen. Ins. v. Reyna(17) 110-8
 Lumber Mut. Ins. v. Reload, Inc.(16) 180-18
 McIntosh v. Scottsdale Ins.(6) 615-1
 Midway Nat'l v. Bollmeier(5) 525-2
 Missouri Public Entity Risk Mgmt. Fund v. Investors Ins.(18) 1800-2
 Morgan v. Dade Und.(6) 130-2, (6) 1400-4
 Morris v. Weiss(2) 1700-6
 New York Life Ins. v. Travelers Ins.(9) 110-11
 Pekin Ins. v. UPS(20) 615-12
 Pham v. Hartford Fire Ins.(18) 1700-2
 Progressive Ins. v. Heritage Ins.(11) 1700-2
 Schmidt v. Smith(11) 1200-1
 Smock v. American Equity Ins.(13) 225-1
 Southern American v. Gabbert-Jones(2) 130-5
 Specialized Comm'l Lending v. Murphy-Blossman Appraisal Servs.(20) 1000-5
 Stevenson v. Hamilton(9) 130-2, (9) 1000-12
 U.S. Fire v. Goodyear(3) 130-2
 Utica Mut. v. Kelly(11) 270-1, (11) 1400-11
 Vons v. Federal Ins.(12) 1900-5
 Whetstone v. Dixon(6) 1700-7
 Williams v. Bell(17) 195-3

Voluntary Payments

Cellex Biosciences v. St. Paul(8) 410-5
 Champion v. Fidelity & Cas. of N.Y.(11) 520-2
 Eastern Products v. Continental Cas.(15) 115-7
 Employers' Liab. v. Hoechst Celanese(11) 520-1
 Low v. Golden Eagle Ins.(16) 515-5
 Lubrizol Corp. v. National Union Fire Ins.(19) 310-3
 Mount Airy v. The Doe Law Firm(9) 170-1
 National Union v. State Ins. Fund(17) 530-5
 Scholle Corp. v. Agricultural Ins.(20) 800-6

Waiver:

American & Foreign Ins. v. Sequatchie Concrete(18) 165-17
 American Int'l Specialty Lines Ins. v. Canal Indem.(16) 525-3
 Bott v. J.F. Shea Co.(17) 620-1
 CDM Inv. v. American Nat'l Fire(16) 220-5
 Century Fire Sprinklers v. CNA(13) 180-5

Waiver: (cont.)

Chatham Corp. v. Dann Ins.(16) 950-32
 City of W. Haven v. Hartford Ins.(5) 130-2
 Continental Cas. v. Homontowski(7) 530-3
 de Laurentis v. USAA(17) 950-29
 Globecon Group v. Hartford Fire Ins.(18) 950-17
 Hardwick Recycling v. Acadia Ins.(17) 115-4
 Heller Int'l v. Sharp(5) 185-1, (5) 1900-2
 Jefferson Ins. v. Travelers Ins.(5) 525-6
 Liberty Mut. Ins. v. Lone Star Ind.(8) 220-13
 Mathis v. Lumbermen's Mut. Cas.(17) 950-12
 Paradise Plaza v. Reinsurance(10) 950-3
 Ridglea Estate Condo. Assoc. v. Lexington Ins. Co.(17) 515-12
 Smith v. Progressive Cas. Ins.(14) 520-2
 State of N.Y. v. Amro Realty(5) 115-2
 Texas Ass'n of Sch. Bds. Risk Mgmt. Fund v. Benavides ISD(19) 700-8
and Estoppel (See also Estoppel; Collateral Estoppel).....Section 150
 Block v. Employers Cas.(2) 135-2
 Brooner v. Western Cas.(2) 160-1
 ClearOne Comm'ns v. National Union Fire Ins.(20) 195-1, (20) 1850-4
 Edmondson v. Pa. Mut.(3) 950-3
 Employers Cas. v. Block(2) 135-16
 Enoka v. AIG Hawaii Ins.(18) 140-5
 Felicity-Franklin v. Nationwide(3) 515-5
 Jelsma v. Scottsdale Ins.(2) 540-1
 Koclanakis v. Merrimack Mut. Fire(3) 950-8
 Northwest Prosthetic v. Centennial Ins.(12) 515-7
 Old Republic Ins. v. FSR(13) 140-6, (13) 170-1
 Phico Ins. v. Providers Ins.(3) 515-2
 Smith v. Shelby Ins.(10) 160-1, (10) 270-2
 Utica Mut. Ins. v. Klein & Son(3) 545-2
 W.R. Grace v. Maryland(5) 190-13, (5) 525-3
 Washington v. Allstate Ins.(3) 950-9
of Subrogation (See also Subrogation)
 Anderson Hay v. United Dominion Ind.(16) 530-2
 Behr v. Hook(14) 530-1
 Industrial Risk v. Garlock Equip.(4) 530-1
 Jalapenos, LLC v. GRC General Contractor(20) 530-9
 Marathon Oil v. Mid-Continent(1) 530-11
 Reliance Nat'l Indem. v. Knowles Ind. Svcs.(17) 530-2
 S.S.D.W. Co. v. Brisk Waterproofing(3) 530-5
 State of Alaska v. Oriental Fire(2) 620-2
 State of N.M. v. Siplast(7) 530-1
 Travelers Ins. v. Dickey(3) 530-6
 Universal Underwriters Ins. v. A. Richard Kacin, Inc.(19) 530-13
 Village of Rosemont v. Lentin Lumber(1) 530-8

War Exclusion

International Multi-Foods v. Indemnity Ins.(15) 950-11
 Younis Bros. v. CIGNA(9) 950-14

Watercraft Exclusion.....Section 215

Barron v. Shelter Mut. Ins.(20) 950-18

Water Exclusion

Bates v. Phenix Mut. Fire Ins.(20) 950-20
 Cochran v. Travelers Ins.(5) 950-17
 Hall v. American Indem. Grp.(8) 950-7
 Old Dominion Ins. v. Elysee(5) 950-16
 Penn-America Ins. v. Mike's Tailoring(17) 950-15
 Sobley v. Southern Natural(13) 140-1, (13) 950-3
 Thorell v. Union Ins.(6) 950-1
 Transcontinental Ins. v. RBMW(14) 950-27
 West v. Umialik Ins.(13) 950-4

Words & Phrases

Withdrawal from Market—Year 2000 Exclusion

Withdrawal from Market

.....Section 325

Workers Compensation:..Section 235

Aetna Cas. & Sur. v. Marshall.....(2) 140-3
American Bumper v. National Union Fire Ins.
.....(16) 110-12
Anderson Trucking v. Minn. Ins.(6) 850-7
Brayman Const. v. Home Ins.(15) 140-9
Campion v. Montgomery(6) 530-2, (6) 605-3
Chase v. Terra Nova Ind.....(19) 165-14
CNA Ins. v. Hartford Ins.....(2) 235-5, (2) 800-4
Dalton's v. Houston Gen.(6) 800-5
Deen v. Quantum Resources(12) 760-2
Ducette v. Pomes.....(11) 850-1
Gardner v. Hartford Ins.(15) 140-9
Harris Cty. v. Williams.....(11) 850-1
Home Indem. v. Employee Benefits(6) 530-3
IBM Corp. v. Zurich Ins.
.....(15) 135-10, (15) 525-13
In re Mission(5) 760-4, (5) 850-1
Kentucky Employers Mut. v. Coleman
.....(20) 140-14
Marathon Ashland v. Maryland Cas.
.....(13) 140-17, (13) 615-6
Maryland Motor Truck Ass'n v. Property & Cas.
Ins. Guar.(17) 760-1
Maxwell Comm. v. Webb Publ.(7) 850-4
Miles v. Van Meter.....(6) 850-8
NH Ins. v. Pitco Frialator(10) 850-1
*Northland Ins. v. Bess(6) 235-18
Society of Mt. Carmel v. National(11) 150-1
South Carolina v. Carolina's(7) 760-23
Statewide Ins. v. Brendan Constr.(4) 235-1
Stump v. Commercial Union.....(5) 140-5
Virginia Sur. Co. v. Northern Ins.(20) 310-2
Weger v. United Fire(3) 235-5, (3) 310-6
ExclusionSection 235

Work Product Exclusion

Carpenter v. Federal Ins.(7) 605-1
Grinnell Mut. Reins. v. Wasmuth.....(2) 220-9
Pine Oak Bldrs. v. Great Am. Lloyd's ..(19) 165-2
St. John's v. Continental.....(2) 135-14
Swarts v. Woodlawn.....(6) 315-2

Wrongful:

Acts (See also Acts)

Allmerica Fin. v. Certain Underwriters
.....(20) 750-9
Faulkner v. American Cas.(3) 1850-4
Foreman v. Continental Cas.(1) 1800-1
Foster v. Summit Med.....(13) 190-1, (13) 1850-2
International Ins. v. Johns(2) 1850-1
Oak River Ins. v. Truitt(17) 1000-1
Sandy Creek Pub. Sch. v. St. Paul.....(1) 1800-3
Entry (See also Trespass)
Kitsap Cty. v. Allstate(11) 115-4, (11) 1400-12
National Fire & Indem. v. Ali & Sons
.....(16) 1400-18
Pipefitters v. Westchester(5) 220-4, (5) 1400-1
Scottish Guar. Ins. v. Dwyer(7) 1400-7

Termination (See also Retaliatory

Discharge)

Aetna Cas. & Sur. v. First Sec. Bank of Bozeman
.....(2) 120-7, (2) 125-2, (2) 1400-3
American Hardware v. West One Auto
.....(13) 1400-3
American Motorists v. L-C-A.(11) 235-3
Amick v. Pattonville-Bridgeton(15) 1800-5
Biborosch v. Transamerica Ins.(5) 1000-4
City of Boise v. Planet Ins.....(7) 110-14, (7) 195-3
City of Knob Noster v. Casualty(2) 235-10
Conway Chevrolet v. Travelers.....(11) 135-1
Counterpoint, Inc. v. Essex Ins.(11) 1000-7
Culligan v. State Comp. Ins. Fund(12) 1200-2

Wrongful:

Termination (cont.)

Delta Sand & Gravel v. General Ins.....(5) 1400-9
Dickens v. General Acc. Ins.....(11) 125-6
Elliott v. National Fire Ins.....(9) 110-10
Falkenstein's Meat v. Maryland Cas.(2) 110-13
Fidelity v. Everett I. Brown.....(7) 110-11
First Mercury Synd. v. New Orleans.....(5) 135-17
Hartford Fire Ins. v. Karavan Ent.....(2) 110-9
Hettler v. Travelers Lloyd's Ins.....(18) 1400-8
International Ins. v. Allied Van Lines ... (10) 125-4
International Surplus v. Seagrave.....(3) 1000-1
Jespersen v. USF&G(2) 110-15
John's Cocktail v. North River.....(3) 110-1
La Jolla Beach v. Industrial Indem.....(8) 1200-1
Maine Bonding v. Douglas Dynamics(4) 110-1
Mains v. State Auto.....(11) 125-5, (11) 1400-19
National Cas. v. Great Sw. ... (5) 125-1, (5) 125-8,
(5) 190-11, (5) 190-16, (5) 525-4
Patti v. Continental Cas.(11) 110-2
Philadelphia Contributionship Ins. v. Shapiro
.....(15) 110-1, (15) 125-2
Sage v. INA(6) 110-5
St. Paul v. Hausman(12) 1400-6
Society of Mt. Carmel v. National(11) 150-1
Township of Ctr. v. First.....(10) 1800-1
*Trustees v. Pacific Employer's.....(6) 1800-4
United Pacific v. First(2) 110-8, (2) 235-4
Watson v. Town of Arcadia.....(2) 235-13
Wayne Cty. v. National Union.....(5) 1850-2
Westfield v. HealthOhio(5) 135-3, (5) 1400-5

Year 2000 Exclusion..... Section 999