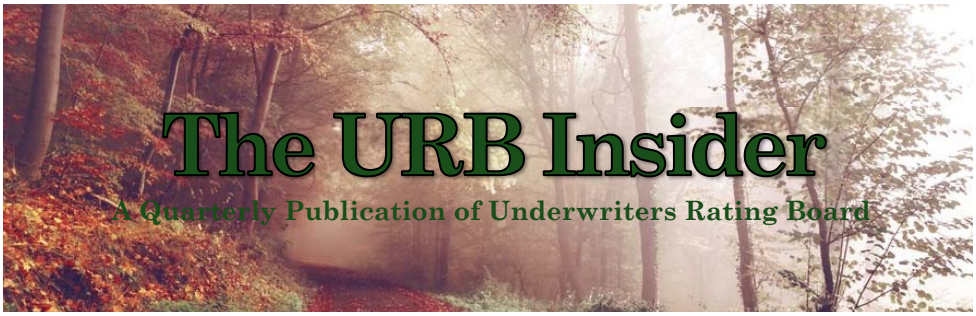

Volume 15, Issue 2
Fall, 2017

Editor's Note: The material contained in this publication is provided as information only, and is not intended to be construed or relied upon as legal advice in any manner. Always consult an attorney with the particular facts of a case before taking any action. The material contained in this publication was not necessarily prepared by an attorney admitted to practice in the jurisdiction of the material contained in the publication.

URB Welcomes New Employee

We at URB are pleased to announce that Kevin Carty joined the URB earlier this year. Kevin is doing a variety of computer related work, including SERFF filings, and it is anticipated his role will evolve and grow as time goes on.

Kevin is originally from a small town on the north fork of Long Island named Greenport. Prior to his employment at URB, Kevin worked at AG Industrial Supply as a Supervisor.

Kevin is a graduate of SUNY Albany with a Bachelor of Arts Degree in Information Science and a minor in Psychology. He is also a graduate of Greenport High School.

Kevin's personal interests include working on his car, jogging, skiing, snowboarding and watching science fiction movies. He also practices computer programming in his spare time to stay up to date with new languages.

Regarding why he likes his new job, Kevin believes one of the most important aspects of a career is to have excellent guidance as one learns and grows in their particular field. Kevin has said, "the URB family from day one has provided that kind of guidance for me. I would like to take this moment to thank everyone in the URB family for helping me learn and grow as I continue my career as an insurance professional at URB."

We welcome Kevin to the URB Team and wish him the best of luck in his position. Kevin's email address at URB is: kevin@urbratingboard.com. ◆

Court Holds Date Of Loss Trigger In Two Year Suit Limitation Ambiguous

This case, *Lobello v New York Cent. Mut. Fire Ins. Co.*, 2017 NY Slip Op 05543 [152 AD3d 1206], is an appeal from an order of the Supreme Court, Oswego County entered December 21, 2015. The order granted in part the cross motion of defendant for summary judgment.

The order so appealed from is unanimously modified on the law by granting that part of plaintiff's motion seeking to dismiss defendant's affirmative defense of expiration of the two-year limitations period set forth in the policy, denying defendant's cross motion in its entirety and reinstating the complaint with respect to the loss of September 24, 2009 and granting that part of plaintiff's motion to compel defendant to produce unredacted claim notes for the September 24, 2009 claim through the date of the denial letters, September 30, 2011, and as modified the order is affirmed without costs.

Plaintiff's residence, which was insured by a homeowner's insurance policy issued by defendant, was burglarized on September 24, 2009 (2009 loss) and again on June 6, 2010 (2010 loss). After each theft, plaintiff filed a claim with defendant seeking coverage for the loss, and defendant disclaimed coverage for both losses on September 30, 2011. Plaintiff thereafter commenced this action, alleging that defendant had breached the terms of the insurance policy and seeking a declaration that the insurance policy issued by defendant provided coverage for the subject losses. Defendant moved to dismiss the complaint and appealed from an order insofar as it denied that part of the motion seeking dismissal of the first cause of action, for a declaratory judgment. We affirmed (*Lobello v New York Cent. Mut. Fire Ins. Co.*, 112 AD3d 1287 [2013]).

Following discovery, during which defendant repeatedly failed to provide documents in a timely manner or at all, plaintiff moved for various forms of relief, including an order striking defendant's answer based on discovery violations. Defendant cross-moved for summary judgment dismissing the complaint, contending, inter alia, that plaintiff was barred by the policy's two-year limitations period from recovery for any claims related to the 2009 loss**.** Supreme Court granted plaintiff's motion in part, ordering defendant to pay plaintiff $1,500 as costs and sanctions for discovery violations and to provide plaintiff with claim notes for only the 2010 loss, with the redactions modified. The court denied those parts of plaintiff's motion that sought a declaration that the denials of coverage were invalid, an order directing defendant to provide plaintiff with unredacted claim notes for the 2009 loss and an order granting plaintiff leave to serve an amended complaint. In addition, the court granted that part of defendant's cross motion "with regard to the [2009] loss" only. We conclude that the court should have denied defendant's cross motion in its entirety, and we therefore modify the order accordingly.

Contrary to plaintiff's contention, the court did not abuse its discretion in imposing only a monetary sanction on defendant for its failure to disclose all of its claim notes. That penalty was "commensurate with the particular disobedience it [was] designed to punish" (*Merrill Lynch, Pierce, Fenner & Smith, Inc. v Global Strat Inc.*, 22 NY3d 877, 880 [2013]; *see Getty v Zimmerman*, 37 AD3d 1095, 1097 [2007]; *see* also *Burchard v City of Elmira*, 52 AD3d 881, 881-882 [2008]). Contrary to plaintiff's further contention, he was not entitled to summary judgment on the ground that defendant allegedly violated Insurance Law § 2601 inasmuch as an alleged violation of Insurance Law § 2601 "does not give rise to a private cause of action"

Continued on next page ▶

Court Holds Date Of Loss Trigger... Continued From Page 2

(*Litvinov v Hodson*, 34 AD3d 1332, 1333 [2006]; *see* generally *Rocanova v Equitable Life Assur. Socy. of U.S.*, 83 NY2d 603, 614-615 [1994]).

We agree with defendant that the court properly denied that part of plaintiff's motion in which he sought leave to amend his complaint to assert a cause of action alleging defendant's violation of General Business Law § 349. "A plaintiff under section 349 must prove three elements: first, that the challenged act or practice was consumer-oriented; second, that it was misleading in a material way; and third, that the plaintiff suffered injury as a result of the deceptive act" (*Stutman v Chemical Bank*, 95 NY2d 24, 29 [2000]). We conclude that this action is "essentially a private" contract dispute over policy coverage and the processing of a claim which is unique to these parties, not conduct which affects the consuming public at large" (*New York Univ. v Continental Ins. Co.*, 87 NY2d 308, 321 [1995]; *see generally Oswego Laborers' Local 214 Pension Fund v Marine Midland Bank*, 85 NY2d 20, 25 [1995]). The fact that defendant may have disclaimed coverage after the two-year policy period "in a few [other] cases . . . within the last [10] years is insufficient" to establish a cause of action under General Business Law § 349 (*JD&K Assoc., LLC v Selective Ins. Group Inc.*, 143 AD3d 1232, 1234 [2016]; *cf. Ural v Encompass Ins. Co. of Am.*, 97 AD3d 562, 564-565 [2012]; *Shebar v Metropolitan Life Ins. Co.*, 25 AD3d 858, 859 [2006]).

We agree with plaintiff, however, that the court erred in granting that part of defendant's cross motion that sought summary judgment dismissing the complaint with respect to the 2009 loss as time-barred. The policy issued to plaintiff provides that no action can be brought against defendant unless, inter alia, the action "is started within two years after the date of loss." The policy contains no definition for the term "loss," but it defines an occurrence as "an accident . . . which results, during the policy period, in . . . Bodily injury; or . . . Property damage."

Plaintiff commenced this action more than two years after the 2009 theft. Interpreting the phrase "date of loss" as the date on which the theft occurred, defendant contends that the action is time-barred under the terms of the policy. Plaintiff, on the other hand, interprets the phrase "date of loss" as the date on which the claim was denied and, as a result, contends that the action was timely commenced. We agree with plaintiff. Despite cases holding that "date of loss" means the date of the underlying catastrophe, including cases from this Department (*see Baluk v New York Cent. Mut. Fire Ins. Co.*, 114 AD3d 1151 [2014], *amended on rearg* 126 AD3d 1426 [2015]; *Klawiter v CGU/OneBeacon Ins. Group*, 27 AD3d 1155 [2006]), the Court of Appeals has found a distinction between the generic phrase "date of loss," and the term of art "inception of loss" (*see Medical Facilities v Pryke*, 95 AD2d 692, 693 [1983], *affd* 62 NY2d 716 [1984]; *Proc v Home Ins. Co.*, 17 NY2d 239, 243-244 [1966], *rearg denied* 18 NY2d 751 [1966]; *Steen v Niagara Fire Ins. Co.*, 89 NY 315, 322 -325 [1882]). As the Second Circuit noted in *Fabozzi v Lexington Ins. Co.* (601 F3d 88, 91 [2010]), those cases have not been overruled or disavowed in any way.

Indeed, as the First Department recognized in *Medical Facilities*, "nothing in [*Proc*] suggests an intention to alter [the] general rule" (95 AD2d at 693), which is "that an action for breach of contract commences running at the time the breach takes place" (*id.*). Thus, only the very specific "inception of loss" or other similarly "distinct language" permits

Continued on next page ▶

Court Holds Date Of Loss Trigger... Continued From Page 3

using the catastrophe date as the limitations date (*Steen*, 89 NY at 324; *see Medical Facilities*, 95 AD2d at 693). Here, the policy did not contain the specific "inception of loss" or other similarly distinct language, and we thus disavow our decisions in *Baluk* and *Klawiter* to the extent that they hold otherwise.

Inasmuch as " [a]mbiguities in an insurance policy are to be construed against the insurer" (*Dean v Tower Ins. Co. of N.Y.*, 19 NY3d 704, 708 [2012]; *see Steen*, 89 NY at 324), we conclude that the two-year limitations period contained in the policy did not begin to run until "the loss [became] due and payable" (*Steen*, 89 NY at 324; *see Cooper v United States Mut. Benefit Assn.*, 132 NY 334, 337 [1892]). As a result, we conclude that the court erred in granting that part of defendant's cross motion that sought summary judgment dismissing the complaint with respect to the 2009 loss, and we further modify the order by granting that part of plaintiff's motion to compel defendant to disclose the unredacted claim notes related to the 2009 loss, through the date of the denial letters.

Click here to read this case in its entirety. ◆

Court of Appeals: Finding of Proximate Cause Needed For Additional Insured Provision To Be Triggered

In the case of *Burlington Ins. Co. v NYC Tr. Auth.*, 2017 NY Slip Op 04384 [29 NY3d 313], Plaintiff, the Burlington Insurance Company, issued an insurance policy to nonparty Breaking Solutions, Inc. (BSI) listing as additional insureds defendants, the New York City Transit Authority (NYCTA) and MTA New York City Transit (MTA). Burlington denied coverage to NYCTA and MTA on the grounds that defendants were not additional insureds within the meaning of the policy because NYCTA was solely responsible for the accident that caused the injury. This appeal requires that we interpret whether the additional insured language of the policy provides coverage where the named insured is not negligent.

According to the undisputed facts, NYCTA contracted with BSI to provide equipment and personnel and for BSI to perform tunnel excavation work on a New York City subway construction project. To comply with NYCTA's insurance requirements, BSI purchased commercial general liability insurance from Burlington with an endorsement that listed NYCTA, MTA, and New York City as "additional insureds." As specified by NYCTA, BSI agreed to use language in the endorsement adopted from the latest form issued by a trade organization known as the Insurance Services Office (ISO), and which provides, in relevant part, that NYCTA, MTA, and the City are additional insureds:

"only with respect to liability for 'bodily injury', 'property damage' or 'personal and advertising injury' caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf."

During the coverage period, an NYCTA employee fell off an elevated platform as he tried to avoid

Continued on next page ▶

Court of Appeals: Finding of Proximate Cause... Continued From Page 4

an explosion after a BSI machine touched a live electrical cable buried in concrete at the excavation site. The employee and his spouse brought an action against the City and BSI in federal court, asserting Labor Law claims, negligence, and loss of consortium (*Kenny v City of New York*, 2011 WL 4460598, 2011 US Dist LEXIS 109057 [ED NY, Sept. 26, 2011, No. 09-CV-1422 (RRM)(VVP)]).

Pursuant to BSI's policy, the City tendered its defense in the federal action to Burlington, which Burlington accepted subject to a reservation of rights based on the City's qualification as an additional insured. Burlington withdrew its reservation, however, after receiving NYCTA's letter to BSI that it would not make payments under the contract unless Burlington agreed to provide coverage for the City's defense and indemnification without reservation.

Meanwhile, the City impleaded NYCTA and MTA in the employee's action and asserted third-party claims for indemnification and contribution, based on a lease between NYCTA and the City as a property owner of certain transit facilities. Under article VI, § 6.8 of that lease agreement, NYCTA agreed to indemnify the City for liability "arising out of or in connection with the operation, management [,] and control by the [NYCTA]" of the leased property.

NYCTA tendered its defense of these claims to Burlington, also as an additional insured under the BSI policy. Burlington accepted the defense, subject to the same reservation that NYCTA qualify as an additional insured under the policy endorsement. NYCTA did not demand, and Burlington did not submit, a withdrawal of this reservation.

Discovery in the employee's federal lawsuit revealed that NYCTA failed to identify, mark, or protect the electric cable, and that it also failed to turn off the cable power. Documents further established that the BSI machine operator could not have known about the location of the cable or the fact that it was electrified. For example, in two internal memoranda, NYCTA acknowledged its sole responsibility for the accident. In the first, the NYCTA superintendent explained that the excavation equipment operators "were operating the equipment properly and had no way of knowing that the cables were submerged in the invert." The second memorandum concluded that "this accident was primarily due to an inadequate/ineffective inspection process for identifying job-site hazards involving buried energized cables." Based on these revelations, Burlington disclaimed coverage of NYCTA and MTA, asserting that BSI was not at fault for the injuries and therefore NYCTA and MTA were not additional insureds under the policy.

The district court dismissed the employee's claims against BSI with prejudice, and the City's third-party claims against NYCTA without prejudice. Burlington thereafter settled the lawsuit for $950,000 and paid the City's defense costs.

Burlington commenced the instant action in state court after disclaiming coverage for NYCTA and MTA. Initially, Burlington sought a declaratory judgment that it did not owe NYCTA and MTA coverage as additional insureds under BSI's policy. After settling the employee's action against the City, Burlington moved to amend its complaint to add a claim for contractual indemnification as the City's subrogee under the lease with NYCTA.

Supreme Court granted Burlington's motion for summary judgment, concluding that NYCTA and MTA were not additional insureds because the policy limited liability to instances where BSI, as the named insured, was negligent. The court also granted Burlington's motion to amend the complaint, finding that the anti-subrogation rule did not bar Burlington's claim as the City's subrogee. Burlington

Continued on next page ▶

Court of Appeals: Finding of Proximate Cause... Continued From Page 5

then moved for partial summary judgment on its contractual indemnification claim against NYCTA, which the court granted and subsequently entered judgment for Burlington for the $950,000 settlement amount, along with prejudgment interest, fees, and costs.

The Appellate Division reversed, denying plaintiff's motions for summary judgment and to amend the complaint, and granting defendants' cross motion for summary judgment on the first cause of action to the extent of declaring that defendants were entitled to coverage as additional insureds under the Burlington policy (132 AD3d 127 [1st Dept 2015]). The Court concluded that the named insured was not negligent, but "the act of triggering the explosion . . . was a cause of [the employee's] injury" within the meaning of the policy (132 AD3d at 134-135). The Court also determined that as a consequence, it "necessarily follows that the anti-subrogation rule bars Burlington from recovering, as the City's subrogee" (*id.* at 138). We granted Burlington leave to appeal (27 NY3d 905 [2016]).

Burlington argues that under the plain meaning of the endorsement NYCTA and MTA are not additional insureds because the acts or omissions of the named insured, BSI, were not a proximate cause of the injury. Put another way, Burlington maintains that the coverage does not apply where, as here, the additional insured was the sole proximate cause of the injury.

In response, NYCTA and MTA also rely on the policy language, but claim that by its express terms the endorsement applies to *any* act or omission by BSI that resulted in injury, regardless of the additional insured's negligence. They further argue that the Appellate Division properly concluded that BSI's operation of its excavation machine provided the requisite causal nexus between injury and act to trigger coverage under the policy.

Burlington has the better argument. Applying the relevant legal principles to the policy language, we conclude that there is no coverage because, by its terms, the policy endorsement is limited to those injuries proximately caused by BSI.

We conclude that where an insurance policy is restricted to liability for any bodily injury "caused, in whole or in part," by the "acts or omissions" of the named insured, the coverage applies to injury proximately caused by the named insured. The Appellate Division erroneously interpreted this policy language as extending coverage broadly to any injury causally linked to the named insured, and wrongly concluded that an additional insured may collect for an injury caused solely by its own negligence, even where the named insured bears no legal fault for the underlying harm. We reject this "but for" causation formulation of the policy and, on this appeal, reverse the Appellate Division's denial of summary judgment in favor of the insurance company on the issue of coverage.

Click here to read this case in its entirety. ◆

Lawyer's Investigatory File Can Be Discoverable

In the case of *Advanced Chimney, Inc. v Graziano*, 2017 NY Slip Op 05927 [153 Ad3d 478], for a judgment declaring that the defendant Tudor Insurance Company is obligated to defend and indemnify the plaintiff in an underlying action entitled *Greater New York Mutual Insurance Company, as subrogee of 408 East 73 Street Housing Corporation v Advanced Chimney, Inc.*, the defendant Tudor Insurance Company appeals, from so much of an order of the Supreme Court, Suffolk County, entered May 30, 2014. The order granted those branches of the motion of the nominal defendant, Greater New York Mutual Insurance Company, as subrogee of 408 East 73 Street Housing Corporation, which were to disqualify the law firm of Kaufman Borgeest & Ryan LLP, from further representation of the defendant Tudor Insurance Company in this matter, and to compel the defendant Tudor Insurance Company to produce the claim and investigative file maintained by it and Kaufman Borgeest & Ryan LLP, with respect to the underlying action.

The order is modified, on the law and in the exercise of discretion, by deleting the provision granting that branch of the motion which was to disqualify Kaufman Borgeest & Ryan LLP, from further representation of the defendant Tudor Insurance Company in this matter, and substituting therefor a provision granting that branch of the motion only to the extent of disqualifying Stephanie Gitnik from representing the defendant Tudor Insurance Company in this matter.

The defendant Tudor Insurance Company (hereinafter Tudor) issued an insurance policy to the plaintiff on February 25, 2011, for the policy period February 24, 2011, through February 24, 2012. Thereafter, the plaintiff was sued by Greater New York Mutual Insurance Company, as subrogee of 408 East 73 Street Housing Corporation (hereinafter GNY), seeking to recover the amount paid by GNY to its insured for damages resulting from a fire at 408 East 73rd Street on February 24, 2011, which it alleged was caused by the plaintiff's negligence. Tudor hired the law firm of Kaufman Borgeest & Ryan, LLP (hereinafter KBR), to investigate GNY's claim, as well as the plaintiff's procurement of insurance with Tudor. Stephanie Gitnik, a member of KBR, conducted the investigation, which included interviews with the plaintiff's representative, Peter Lippis, and with the plaintiff's broker, Kimberly A. Graziano of K.A.G. Insurance Brokerage, Inc. After conducting the investigation, KBR sent a letter to the plaintiff dated January 6, 2012, notifying it that Tudor was rescinding the policy based on material misrepresentations made by the plaintiff in the procurement of the policy.

The plaintiff then commenced this action seeking a judgment declaring that Tudor is obligated to defend and indemnify it in the underlying action. GNY moved to compel Tudor to comply with discovery demands, including the production of the investigative file of KBR for the period through and including January 6, 2012, and to disqualify KBR from further representation of Tudor in this matter. The Supreme Court granted GNY's motion. Tudor appeals, contending that the file was not discoverable since it was privileged, and constituted its attorneys' work product, and that the court erred in disqualifying KBR.

CPLR 3101(a) entitles parties to "full disclosure of all matter material and necessary in the prosecution or defense of an action, regardless of the burden of proof." Discovery determinations should be evaluated on a case-by-case basis "with due regard for the strong policy supporting open disclosure" (*Andon v 302-304 Mott St. Assoc.,* 94 NY2d 740, 747).

"[T]he payment or rejection of claims is a part of the regular business of an insurance company. Consequently, reports which aid it in the process of deciding [whether to pay or reject a claim] are made in the regular course of its business" (*Landmark Ins. Co. v Beau Rivage Rest.,* 121 AD2d 98, 102 [1986] [citation and internal quotation marks omitted]; *see Melworm v Encompass Indem. Co.,* 112 AD3d 794, 795 [2013]; *Bombard v Amica Mut. Ins. Co.,* 11 AD3d 647, 648 [2004]). Reports prepared by insurance investigators, adjusters, or attorneys before the decision is made to pay or reject a claim are not privileged and are discoverable, even when

Continued on next page ▶

Lawyer's Investigatory File Can Be Discoverable
Continued From Page 7

those reports are mixed/multi-purpose reports, motivated in part by the potential for litigation with the insured (*see Melworm v Encompass Indem. Co.,* 112 AD3d at 795; *Donohue v Fokas,* 112 AD3d 665, 666-667 [2013]; *Bombard v Amica Mut. Ins. Co.,* 11 AD3d at 648).

Here, the Supreme Court properly compelled disclosure, as the material sought by GNY was prepared by KBR as part of Tudor's investigation into the claim, and was not primarily and predominantly of a legal character (*see Melworm v Encompass Indem. Co.,* 112 AD3d at 795; *Bertalo's Rest. v Exchange Ins. Co.,* 240 AD2d 452, 454 [1997]). Nor was the file protected as the work product of KBR (*see Bertalo's Rest. v Exchange Ins. Co.,* 240 AD2d at 454).

The Supreme Court providently exercised its discretion in disqualifying Stephanie Gitnik, the attorney who conducted the investigation, from further representation of Tudor in this matter since she was likely to be a witness on a significant issue of fact (*see* Rules of Professional Conduct [22 NYCRR 1200.0] rule 3.7; *VanNostrand v New York Cent. Mut. Fire Ins. Co.,* 127 AD3d 851, 852-853 [2015]; *Fuller v Collins,* 114 AD3d 827, 830 [2014]). However, it improvidently exercised its discretion in disqualifying KBR itself (*see Aloyts v 601 Tenant's Corp.,* 84 AD3d 1287, 1288 [2011]; *Hillcrest Owners v Preferred Mut. Ins. Co.,* 234 AD2d 269, 270 [1996]). Pursuant to rule 3.7(b)(1) of the Rules of Professional Conduct, "[a] lawyer may not act as [an] advocate before a tribunal in a matter if . . . another lawyer in the lawyer's firm is likely to be called as a witness on a significant issue other than on behalf of the client, and it is apparent that the testimony may be prejudicial to the client" (Rules of Professional Conduct [22 NYCRR 1200.0] rule 3.7[b][1]; *see S & S Hotel Ventures Ltd. Partnership v 777 S. H. Corp.,* 69 NY2d 437, 446 [1987]; *McElduff v McElduff,* 101 AD3d 832, 833 [2012]; *Falk v Gallo,* 73 AD3d 685, 686 [2010]). Here, there was no showing that Gitnik's testimony may be prejudicial to Tudor's case (*see NY Kids Club 125 5th Ave., LLC v Three Kings, LLC,* 133 AD3d 580, 581 [2015]; *cf. Matter of Stober v Gaba & Stober,* 259 AD2d 554, 554-555 [1999]).

Tudor's remaining contentions are without merit.

Click here to read this case in its entirety. ◆

URB Forms Update

SF Form Series

All the groups have been approved except Group 8. The niche product forms to include: Crafts, Enhanced Combination Crime, Bed and Breakfast, Home Business and Home Production should be filed very soon with DFS for approval, which will complete filing of the SF forms series.

Other Recently Approved Forms

LS-25A Ed. 5/17 – Additional Insured State Or Political Subdivisions
SF-345A Ed. 9/16 – Equipment Breakdown Enhancement Endorsement
FL-360 Ed. 9/17 – Ordinance Or Law
ML-127 Ed. 8/17 – Loss Payable Provisions
MR-127 Ed. 10/17 – Loss Payable Provisions

Other Projects

URB continues to work on limited coverage endorsements for unmanned aircraft, an ML Home Business endorsement, and to research the concept of home sharing. URB is also developing the new LS forms series update. ◆

URB Combined Companies
Average Homeowners Policy Value 2016

Zone	Overall	RC Overall $	ACV Overall $
1.1	167,315	181,048	105,480
1.2	180,631	205,486	119,026
1.3	177,042	203,349	104,802
1.4	191,385	209,630	117,262
1.5	168,048	191,261	101,845
1.6	185,048	206,227	107,771
1.7	258,341	265,150	157,908
1.8	228,574	237,945	153,036
1.9	215,160	235,415	103,109
2	177,267	211,027	108,379
3	376,407	378,178	65,001
4	384,114	387,545	96,875
5	57,250	148,750	42,501
6	445,466	445,583	302,501
7	464,685	469,768	66,251
8	420,690	426,639	112,501
9	368,598	369,487	152,501
10	361,801	363,262	207,858

Editor's Note: If your company submits statistics to URB and you would like to have your numbers, please contact URB.

The URB Insider

Published quarterly for friends and affiliates of Underwriters Rating Board

Creator/Editor: Kimberly Davis, Esq., CPCU
Layout: Dan Eldeen, AIC

Contributors This Issue:
Kevin Carty
Arthur Adams, CPCU
Kimberly Davis, Esq., CPCU
Dan Eldeen, AIC

As a not for profit insurance rate service organization, Underwriters Rating Board has a history of over 75 years of continuous service to the insurance industry. Our aim is to be recognized as a pro-active, market driven supplier of a broad array of individualized services to insurers. The long term personal and professional relationship between URB and its member companies is its greatest asset.

Contact Information

Underwriters Rating Board
2932 Curry Road
Schenectady, N.Y. 12303
Phone: 518-355-8363 Fax: 518-355-8639
urbratingboard.com

Arthur Adams	arthur@urbratingboard.com
Jaime Bashaw	jaime@urbratingboard.com
Kevin Carty	kevin@urbratingboard.com
Tim Curren	tim@urbratingboard.com
Kim Davis	kim@urbratingboard.com
Dan Eldeen	dan@urbratingboard.com
Jean French	jean@urbratingboard.com
Mary Shell	mary@urbratingboard.com