

Welcome

All of the following policyholders got sued and asked their liability insurance companies to defend and indemnify them. Each insurer agreed to defend under a broad reservation of rights to later deny coverage and hired one of their regular insurance company lawyers to represent two clients: 1) protect the interests of the insurance company; and 2) defend the policyholder. Canons of Ethics regulate all lawyers' in the representation of multiple clients whose interests potentially conflict. "No one can serve two masters. Either you will hate the one and love the other, or you will be devoted to the one and despise the other." (Matthew 6:24.)

None of the insurance company lawyers complied with the Canons of Ethics. All of these policyholders pushed back against the insurers' lawyers and the insurers. Here is what happened.

- Derry was sued by his HOA for causing a landslide on his and adjacent property. His homeowner's insurer refused to defend, settle, or pay any judgment. After push-back, the insurer paid \$3,500,000 to fund the repair of the hillside and his attorneys fees in about three months without filing a coverage lawsuit.
- Marilyn was sued for wrongful termination. Her employer's liability insurer agreed to pay only \$100,000 of a \$600,000 settlement demand. After push-back the insurer paid 100% of the settlement in only 8 days, against without filing a coverage lawsuit.
- David was sued by his HOA for causing a landslide on his and adjacent property. His homeowner's insurer refused to defend, settle, or pay any judgment. After push-back, the insurers paid 100% of a \$1,300,000 settlement in about two month without filing a coverage lawsuit.
- Ron was sued for legal malpractice. Ron did sue his malpractice insurer, but it still refused to defend, settle, or pay any judgment. After push-back, his insurer paid 100% of his settlement demand and conceded unlimited coverage to defend the claim to completion in about three months. Ironically, his ex-wife had the exact same problem, did not push-back, and paid her insurer \$500,000.
- Dominique was sued for construction defects. His CGL insurer refused to pay anything toward settlement. After push-back, the insurer paid 100% the plaintiff's settlement demand and paid 100% of the unpaid balance due from the building owner to Dominique. Dominique was sued a second time for construction defects. His CGL insurer agreed to defend through its insurer appointed counsel but refused to pay anything toward settlement. After push-back, the insurer paid 100% of the plaintiff's settlement demand and paid all 100% of the amount that the plaintiff still owed to Dominique for the work he performed.
- Nancy was sued for employment torts. Her EPL insurer refused to pay for her independent defense counsel or fund a settlement. After push-back (Nancy filed but did not serve a complaint against the insurer's lawyers and the insurer), her insurer paid for most of a settlement, in about two months.
- Steven was sued by a tenant of his rental property for mold contamination. His insurer insisted that he pay all of any settlement or judgment. After push-back, the insurer paid 100% of a settlement, in about four months and without filing any coverage lawsuit. In contrast, Mike had the very same problem with the same insurer, did not push-back, and personally contributed \$180,000 toward settlement.
- Leigh's sorority was sued by a house mother for wrongful termination. Her EPL insurer insisted that she accept the insurer's lawyers to defend her and insisted that she fund any settlement. After push-back, the insurer promptly paid 100% of a settlement, in about six

weeks and without filing any litigation.

So, dear reader, you may be asking: “What is this ‘push-back’ that seems to work so well, so consistently, for so many?” The short answer is: “The law.” The duties owed by liability insurers and their regular lawyers is very well developed in the law and heavily favors policyholders. Anecdotal evidence consistently demonstrates, however, that obeying the law is bad for the businesses of insurers and their lawyers, so they just don’t follow it. Instead, they wait to see if the policyholder will challenge their violations, and if so, they pay up.

DutytoDefend.com is a free (no fees nor ads) legal research tool illuminating the well developed law in 50 jurisdictions that these policyholders used to push back successfully. This site seeks to answer the question: “When a liability insurer issues a reservation of rights to its policyholder, who is supposed to do what for whom, when, how, where, and why?” The search for an answer to this question comes, if at all, from over 200 posts that objectively report the law for use by policyholders, injured plaintiffs, insurers, their respective lawyers, judges, and law clerks. In addition to illuminating the law, other posts provide tools for adaptation by lawyers for policyholders and injured plaintiffs: about 40 model documents, such as pleadings, written discovery, deposition outlines, and motions, and another 40 or so subjective practice pointers.