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A Monthly Legal Newsletter from
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Tackling the Contact-Sports Exception to the Standard of Ordinary Care

By: Aaron De Angelis - Joliet, Illinois office

Illinois, like many other states, recognizes an exception to the standard of ordinary care for injuries sustained by participants engaging in contact sports. *Karas v. Strevell*, 227 Ill.2d 440 (2008); *Phister v. Shusta*, 167 Ill.2d 417 (1995). The contact-sports exception is a judicially created exception to ordinary negligence claims, which provides that participants in a contact sport may be held liable for injuries to co-participants caused by intentional or willful and wanton conduct, but not for injuries caused by ordinary negligence. *Weisberg v. Chicago Steel*, 397 Ill.App.3d 310 (2nd Dist. 2009). The rationale behind this exception is that ordinary negligence would chill vigorous participation in sports and could encourage litigation based on an inadvertent violation of a contest rule. *Karas*, 227 Ill.2d at 453; *Phister*, 167 Ill.2d at 428.

Determining what Constitutes a Contact Sport

In determining whether a particular activity is a contact sport such that the contact-sports exception to the general rule of negligence applies, courts must consider the nature of the activity at issue and determine, based on its inherent risks, whether it is a contact sport. *Karas*, 227 Ill.2d at 454; *Pfister*, 167 Ill.2d at 425; *Landrum v. Gonzalez*, 257 Ill.App.3d 942 (1st Dist. 1994). If physical contact among co-participants is inherent in the game, a participant owes no duty to a co-participant to avoid ordinary negligence. *Karas*, 227 Ill. 2d at 456.

Under the contact-sports exception, the relevant inquiry is whether the participants were involved in a contact sport, not whether the sport was formally organized or coached. *Phister*, 167 Ill.2d at 425. Over the past few decades, Illinois courts have consistently applied the contact-sports exception to unorganized, informal, and spontaneous sports activities and games. *Id.* In *Phister*, our Illinois Supreme Court held that an informal can kicking game constitutes a contact sport because physical contact among the participants was inherent in the conduct of the

game and thus, pursuant to the contact-sports exception, found the defendant was not liable for injuries caused by his ordinary negligence. *Id.*

The Contact-Sports Exception and Liability for Sports Injuries

There are many cases addressing the issue of whether liability should be imposed against participants who injure co-participants in contact sports. These cases have included baseball, basketball, hockey, soccer, and several other formal and informal activities where physical contact among participants is inherent in the game.

In each case, the courts have held that a participant in a contact sport is not liable for negligent conduct which injures a co-participant; instead, liability will arise only if a participant intentionally or willfully and wantonly injures a co-participant. *Phister*, 167 Ill.2d at 420; *Azzano v. Catholic Bishop of Chicago*, 304 Ill.App.3d 713, 716 (1st Dist. 1999); *Landrum*, 257 Ill.App.3d at 947. In other words, in a contact sport, there is no liability for actions which fall short of an intentional tort, but a participant who demonstrates a specific and perverse intent to cause injury to another separate and apart from the heat of the game is liable for the resulting injuries. In deciding to participate in a contact sport, the participant relieves co-participants from any duty of care with respect to those injury-causing events which are known, apparent, or reasonably foreseeable consequences of participation. *Karas*, 227 Ill.2d at 454; *Pfister*, 167 Ill.2d at 425; *Keller v. Mols*, 156 Ill.App.3d 235, 237 (1st Dist. 1984).

The Illinois Supreme Court Refines the Contact-Sports Exception in *Karas v. Strevell*

For the first time in almost a decade, the Illinois Supreme Court elaborated on the contact-sports exception by distinguishing between contact sports and full-contact sports. *Karas*, 227 Ill.2d at 443-45. In *Karas*, a father on behalf of his

minor son, who had been injured when checked from behind at hockey game, brought personal injury action against other hockey players, and various organizational defendants, including the hockey league. *Id.*

The court held that participants in full-contact sports owe co-participants a duty to refrain from intentionally injuring them or engaging in conduct completely outside the range of the ordinary activity associated with the sport. *Karas*, 227 Ill.2d at 459. The court explained that in full-contact sports, such as tackle football and hockey, physical contact is inevitable and inherent in the conduct of the game, and the traditional willful and wanton standard is both unworkable and contrary to the rationale underlying the earlier decision by the court in *Phister*. *Id.* at 457.

In addition, the court addressed for the first time whether the contact-sports exception applies to organizational defendants, such as coaches, officials, teams and sports leagues. The court found that the contact-sports exception does apply to organizational defendants. *Karas*, 227 Ill. 2d at 464. In view of that, organizational defendants are subject to the same standard of culpability as direct participants in contact sports. *Pickel v. Springfield Stallions, Inc.*, 398

Ill.App.3d 1063 (4th Dist. 2010).

Recent Applications of the Contact-Sports Exception by Lower Courts

Several recent appellate court decisions have declined to expand the contact-sports exception to those not actively participating in a contact sport. In *Weisberg v. Chicago Steel*, an athletic trainer assigned by an outside company to provide athletic training services to a hockey team was struck in the face by a hockey puck while refilling water bottles near the bench area during hockey practice. 397 Ill.App.3d 310, 316 - 317 (2nd Dist. 2009). The contact-sports exception was held not to apply because the trainer was not participating in the hockey practice. *Id.*

Similarly, in *Pickel v. Springfield Stallions, Inc.*, a spectator at an indoor football game was injured when a player ran out of bounds and collided with her. 398 Ill.App.3d 1063 (4th Dist. 2010). It was held that the arena owners and operators were not insulated from liability for negligence by virtue of the contacts-sports exception because the spectator was not participating in the game and thus the contact-sports exception does not apply. *Id.*

CASE SUCCESSES



On December 20, 2010, Merrillville, Indiana office associate **John Halstead** obtained a judgment on the evidence for a title company in a construction loan disbursement claim for \$800,000 arising out of the construction of a well-known upscale restaurant in the area.



Chicago shareholder **Chris Johnston** recently obtained a very favorable settlement for his client, an Indiana casino, involving a fall on an escalator involving bilateral quadriceps tendon tears with surgery and over \$200,000 in medical. The case settled on the day of trial for \$60,000, versus a pretrial demand of \$3.2 million.

Future Questions Surrounding the Contact-Sports Exception

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In deciding whether a sport is non-contact, contact, or full-contact, the Supreme Court has instructed the lower courts to consider the nature of the activity at issue. However, without a bright line rule, the debate remains as to what is an inherent risk in a sport and whether that sport is defined as non-contact, contact, or full-contact. While sports such as football and hockey are easy to classify as full-contact sports, other sports leave much more room for debate. For example, should paintball be considered a full-contact sport? What about cheerleading? With millions of Americans injured in sports related activities, legal issues derived therefrom will continue to evolve.



Aaron De Angelis, an associate in our Joliet, Illinois office, concentrates his practice in civil litigation, including auto, premises, and commercial litigation, as well as individual services, including estate planning and real estate. Prior to joining Querrey & Harrow, Aaron worked as an associate at another local law firm where his practice included representing individuals and businesses in a variety of matters. In his litigation practice, Aaron has handled major commercial foreclosure litigation, as well as breach of contract matters. He also has represented clients in auto and premises liability claims.

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Municipal Law Update: First District Appellate Court Considers Chicago Bottled Water Tax

By: Matthew Byrne - Chicago, Illinois office

The First District Appellate Court of Illinois recently reviewed the American Beverage Association, International Bottled Water Association, Illinois Retail Merchants Association, and Food Retailers Association's challenge to the City of Chicago's bottled water tax ordinance. *American Beverage Association v. City of Chicago*, No. 1-09-1511, 2010 WL 3769147 (1st Dist., September 23, 2010). The plaintiffs claimed that the ordinance was an improper use of the City's home rule powers based on their argument that the tax was an unconstitutional occupation tax and violated the uniformity clause of the Illinois Constitution. The appellate court affirmed the circuit court's granting of summary judgment in favor of the City and held that:

1. The City's bottled water tax was a permissible sales tax, not an occupation tax; and
2. The provisions of the Municipal Code prohibiting home rule municipalities from imposing certain revenue taxes did

not prohibit the City from imposing a bottled water tax; and

3. The bottled water tax did not violate the uniformity clause of the Illinois Constitution.

On November 13, 2007, the City of Chicago enacted the Chicago Bottled Water Tax Ordinance imposing a five cent per bottle tax on the sale of bottled water within the City. The ordinance provided that the tax was to be collected from retail dealers by wholesale dealers. The wholesale dealers would then remit the tax to the City. The ordinance defined bottled water as sealed water bottles that do not contain any flavoring, vitamins, caffeine, or nutritional additives.

The public policy behind the ordinance was to defray the costs associated with collecting and recycling single-use plastic water bottles and to mitigate the negative environmental consequences associated with the production of the bottles. The ordinance required the City to

deposit all proceeds of the bottled water tax into the City's corporate fund and the City made appropriations from that fund for recycling, environmental, and energy conservation programs.

The appellate court first reviewed the plaintiffs' contention that the bottled water tax was an occupation tax (one that in practical effect imposes a tax upon a given occupation or the providing of particular services) and not a sales tax (a tax on the sale of tangible personal property). Illinois law provides that a tax on tangible personal property is not considered an occupation tax when its legal incidence falls on the purchaser, rather than the seller.

The City argued that their bottled water tax was clearly a sales tax based on the fact that the enacting ordinance requires that the tax be paid by the purchaser and collected by the wholesale dealer. Plaintiffs argued that due to the fact that the tax was to be collected by the wholesale dealer, the practical effect of the ordinance made the wholesale dealer responsible for the tax, thus creating an occupation tax. Plaintiffs contend that as an occupation tax, the tax was improper because under the Illinois Constitution Article 7 Section 6(b)(2) home rule units could only impose occupation taxes when specifically authorized by the General Assembly.

The appellate court noted that a simple declaration in a tax ordinance that the tax is imposed on purchasers in some instances will not be sufficient for a finding that the tax is a sales tax and not an occupation tax. The court further noted that the practical-effect analysis can be used to prohibit certain occupation taxes which municipalities attempt to describe as sales

taxes. However, in the present situation, the practical-effect analysis was found not to be appropriate for considering whether the tax on bottled water was an occupation tax disguised as a sales tax. The court held that the practical-effect test should not be employed when the tax is within a category of taxes intended for home rule municipalities by the 1970 Illinois Constitutional convention.

Moreover, the category of food (which bottled water was found to fall under), was found to be an area where the Constitutional convention intended to allow home rule municipalities to tax. Accordingly, bottled water falls within home rule municipalities' power to tax, and any shifting of the incidence of the tax is not an attempt to evade the intent of the Constitutional convention to prohibit a tax on the sale of services (occupation taxes). Therefore, the tax on bottled water was held to be a permissible sales tax and not an unauthorized occupation tax.

The appellate court then addressed plaintiffs' argument that the tax was preempted by Section 8-11-6(a) of the Illinois Municipal Code. Section 8-11-6(a) preempts municipalities from imposing certain taxes except when specifically authorized by the Illinois Legislature. However, the appellate court found that Section 8-11-6(a) did not preempt home rule taxes which were not based on the selling or purchasing price or gross receipts from the use, sale, or purchase of tangible personal property. The court found that this exception applied to the bottled water tax due to the fact that the tax was a flat tax of five cents per bottle and was not based on the selling or purchase price or gross receipts from the use, sale, or purchase of tangible personal property.

Guolee Elected Treasurer of North Shore Center for Performing Arts Board



Chicago office shareholder **Terrence Guolee** has been elected Treasurer of the Board of Directors for the Centre East Metropolitan Exposition, Auditorium and Office Building Authority. This board, consisting of 6 members appointed by the Village of Skokie and 3 members appointed by Niles Township, oversees the operations of the [North Shore Center for the Performing Arts](#), which hosts the Northlight Theater, the Skokie Valley Symphony and various other arts performances throughout the year.

Finally, plaintiffs argued that the bottled water tax violated the uniformity clause of the Illinois Constitution which provides:

In any law classifying the subjects or objects of non-property taxes or fees, the classes shall be reasonable and the subjects and objects within each class shall be taxed uniformly. Exemptions, deductions, credits, refunds, and other allowances shall be reasonable.

In order to meet the requirements of the uniformity clause, a non-property tax must pass a two pronged test. First, the classification must be based on a real and substantial difference between those taxed and those not taxed. Second, the classification must be reasonably related to the object of the legislation or to public policy.

The court found that in the present case, there was a real and substantial difference between items taxed and those not taxed. The tax applied only to bottled water which did not contain any flavoring, vitamins, caffeine, or nutritional additives. The appellate court found that this classification was distinctive enough to survive the first prong of the uniformity clause test. With regards to the second prong, the court also found that there was a reasonable public policy, conserving energy from non-renewal sources and reducing toxins and litter, which was

reasonably related to the bottled water tax. Therefore, the bottled water tax met both prongs of the uniformity clause test and was a constitutional use of home rule powers by the City of Chicago.

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Matthew Byrne, an associate in our Chicago office, concentrates his practice in commercial litigation and general defense litigation, as well as municipal and school law. His general defense litigation practice includes worker's compensation litigation, employment matters, insurance defense and commercial contract litigation.

Matt regularly handles FOIA requests and has a thorough knowledge of the provisions and requirements of the Freedom of Information Act, including recent comprehensive changes passed by the Illinois General Assembly. He has extensive experience in drafting and reviewing construction contracts, ordinances, resolutions, and intergovernmental agreements.

If you have any questions regarding this article, please contact Matt at mbryne@querrey.com, or (312) 540-7644.

Pohlenz Appointed as Special State's Attorney



Chicago office shareholder **Jennifer Pohlenz** was appointed as a Special State's Attorney for DuPage County, Illinois. Jennifer will be advising the DuPage County Division of Transportation on various environmental matters.

Bream, Guolee and Rochelle Enter Local School Board Elections



Chicago office shareholders **Jim Bream** and **Terrence Guolee** and associate **R. Scott Rochelle** are each candidates in the upcoming April 5, 2011 local school board elections. Jim is running to retain his seat as President of Glenview School District 30 and Terry and Scott are running for spots on the boards of Skokie School District 73.5 and Evanston District 202, respectively. Jim, Terry and Scott's campaigns continue the long commitment and history of Q&H attorneys serving local schools as school board members and counsel.

Real Estate Law Update: Indiana Supreme Court Finds Reliance on Title Commitments Reasonable - Rejects Illinois Precedent

By: John Halstead - Merrillville, Indiana office

The Indiana Supreme Court, in *U.S. Bank v. Integrity Land Title Corp (Integrity)*, 929 N.E.2d 742, recently decided the issue of whether title insurers owe a duty to their insureds to conduct a title search and whether insureds may reasonably rely on title commitments as statements of the condition of title. Noting the split in the jurisdictions across the U.S., the Indiana Supreme Court concluded that, in Indiana, a title insurer has a duty “to communicate the state of title accurately when issuing its preliminary title commitment.” Prior to the holding in *Integrity*, the question of the legal nature of a title commitment was an open question in Indiana.

The *Integrity* case involved a title commitment issued by Integrity Land Title to Texacorp Mortgage Bankers. The title search process failed to disclose a judgment against the seller. Consequently, the commitment was issued with no exceptions for judgments against the seller. The mortgage was then assigned to U.S. Bank. Several months later, the judgment creditor initiated a foreclosure. U.S. Bank intervened and filed a third party claim against Integrity for breach of contract and negligence. The trial court granted summary judgment in favor of Integrity, holding that U.S. Bank was not in contractual privity with the title company and that the title company owed no duty in tort to U.S. Bank. The Court of Appeals affirmed. The Indiana Supreme Court, sustained the ruling on the contractual claim. However, the court reversed on the negligence claim, holding that a title company does owe a duty to the insured in issuing a title commitment, and that the insured

may reasonably rely on the commitment.

The Indiana Supreme Court’s holding was based on the “economic loss doctrine” (which is similar to Illinois’ *Moorman* doctrine). The economic loss doctrine holds that a defendant may not be held liable under a theory of tort for a purely economic loss, i.e., a pecuniary loss that is unaccompanied by injury to person or property. However, there are several exceptions to this rule, including legal malpractice, breach of a fiduciary duty, and negligent misrepresentation. Applying a balancing test, the supreme court concluded that the issuance of a title commitment does give rise to a claim in tort for negligent misrepresentation, separate and apart from the contractual obligations imposed by the commitment and the policy.

The Indiana court’s ruling takes the opposite position from Illinois and numerous other jurisdictions, which constitute the majority view. In *First Midwest Bank, N.A. v. Stewart Title Guar. Co.*, 843 N.E.2d 327 (Ill. 2006), a couple purchased a residential property as a home, but also for use as a home office for their architectural and interior design business. Upon receiving a title commitment from the title insurer, they closed on the property. The couple subsequently took out a loan and began construction of an adjacent structure to be used as an office. They later learned that the property was encumbered by a restrictive covenant that barred use of the property for a business. One of the issues raised was whether reliance on the commitment by the sellers was justified.

Casey Dons Santa's Red Suit for Chicagoland Children's Hospitals

Chicago associate **Kevin Casey** assisted Santa by serving as a Santa Claus at a recent fundraiser benefitting children's hospitals throughout the Chicagoland area.



In rendering its decision for the title insurance company, the Illinois court relied heavily on an *amicus curiae* brief filed by the American Land Title Association (ALTA). The court noted that, according to ALTA, the plaintiffs incorrectly treated the title commitment as an abstract of title, which is “categorically different.”

According to the Illinois court, the purpose of a title commitment is not to provide a listing of all defects, liens and encumbrances affecting the property. Rather, a title commitment is simply a promise to insure a particular state of title. The information contained in the commitment about the property is provided merely to give notice of the limitations of the risk that the title insurer is willing to insure.

The Illinois Supreme Court then noted that the title commitment did not contain, nor did it purport to contain, a listing of all defects, liens, and encumbrances affecting title. It simply listed the encumbrances which would not be covered by the policy. The court went on to point out that the commitment did not contain any guarantee concerning the performance of a title search. In fact, according to the court, such a guarantee would be “counterintuitive” since the purpose of the title policy insurance is to insure against the risk of undiscovered defects, liens, and encumbrances. The Illinois Supreme Court then concluded: “a title insurer is not in the business of supplying information when it issues a title commitment or a policy of title insurance” and therefore the title company could not be held liable for negligent misrepresentation.

The Illinois Supreme Court’s holding in *First Midwest* is consistent with the majority view of this issue, which treats a title commitment as a proposal to issue a contract for indemnification between the title insurance company and the proposed insured, and not a guarantee that a title search has been performed. This view distinguishes title searches from abstracts of title and title insurers from title abstractors, the former being employed to insure against existing defects, the latter being employed to examine title. According to this view, the information listed on the commitment as “Special Exceptions” (ALTA Schedule B) is not to educate the insured about defects on the

property, but rather to simply indicate what is being insured.

While a few states have enacted statutes requiring title insurers to conduct an examination of the title before issuing the policy, the majority view is that title insurers have no duty to conduct a search of title. In this view, the only duty imposed on a title insurer is the duty to indemnify its insured against losses caused by defects in title; a title company has no duty to search for and disclose information that would affect the insured’s decision to close the contract to purchase. Although title searches are routinely performed prior to issuing a title commitment, according to the majority view, this is done solely for the benefit of the title company. The information obtained through a title search is used by the company to decide what risks the company is willing to assume on behalf of the insured. Title insurers search title for the title company’s protection, in order that they may determine the terms of the title insurance policy they can offer.

The majority view, however, overlooks or dismisses the fact that in the everyday world of real estate transactions buyers and sellers continue to order and rely upon preliminary title reports as an integral part of the sale transaction. It is this point that appears to have persuaded the Indiana Supreme Court to take the opposite view of the majority. In reaching its conclusion, the Indiana Supreme Court observed:

[P]reliminary title reports are normally relied on by insureds, escrow agents, and lenders with full knowledge, and sometimes with the encouragement of the insurance company. Title searches are frequently required in situations involving transactions in which the state of the title must be known accurately or the customer will foreseeably suffer harm that is both certain and direct. (internal quotations omitted).

This ruling will have far-reaching effects on how title companies conduct business in Indiana. At a minimum, Indiana title insurers will have to exercise considerable more caution in issuing preliminary title commitments to prospective insureds now that Indiana's highest court has recognized a cause of action in tort arising out of these transactions.



John Halstead, an associate in our Merrillville, Indiana office concentrates his practice in civil litigation, title defense, and mechanics liens. Prior to

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joining Querrey & Harrow, he gained experience as a plaintiff's attorney in personal injury, contract, and estate law, which provides him a view of opposing perspectives in a lawsuit or in a contract dispute.

John is a former law clerk to the Allen Superior Court and interned in the U.S. District Court for the Southern District of Indiana. He was also the director of the Indiana University Protective Order Project.

If you have any questions regarding this article or Indiana real estate matters, please contact John at jhalstead@querrey.com or (219) 738-1820.

Indiana Insurance Law Update: "Defective Workmanship" Claims May Be Covered Under Indiana CGL Policies

By: Teresa Mysliwy - Merrillville, Indiana office

The Indiana Supreme Court recently decided a case where a general contractor was sued for the defective workmanship of its subcontractor. The question at issue was whether the contractor's commercial insurance policy covered the poor workmanship of the subcontractor. *Sheehan Construction Co., Inc. v. Continental Casualty Co.*, --N.E.2d --, 2010 WL 5135322, Ind., Dec. 17, 2010 (No. 49S02-1001-CV-32).

In 2000, the Aligs purchased a home which subsequently developed water leaks caused by the subcontractor's failure to install adequate flashing and caulking around the windows, to install a weather resistant barrier behind brick veneer, and to properly install roofing shingles. After the Aligs filed their complaint, other homeowners in the subdivision developed problems and the case became a class action. The contractor's insurer filed a declaratory judgment action seeking a determination that it was not obligated to indemnify the contractor. The trial court entered summary judgment for the insurer, and contractor appealed. The policy in the case provided coverage for "sums that the insured becomes legally obligated to pay as damages because of 'bodily injury' or

'property damage' ...caused by an 'occurrence' that takes place in the 'coverage territory' during the policy period." As defined in the policy, an "occurrence" is "an accident, including continuous or repeated exposure to substantially the same general harmful conditions", and "property damage" includes "physical injury to tangible property, including all resulting loss of use of that property."

The court determined that the policy's exclusion from the initial broad grant of coverage, along with the exclusion's exception, was particularly relevant to its finding. The exclusion provided that the insurance did not apply to "property damage" to "your work" arising out of it. However, the exclusion did not apply, according to the give-back provision, if the damaged work or the work out of which the damage arises "was performed on your behalf by a subcontractor". Since the work was performed by a subcontractor on the contractor's behalf here, that would indicate coverage.

However, the further question that remained was whether faulty workmanship was an "accident" in the standard CGL policy. The court held that

the answer depends on the facts of each case. The court reasoned that the initial coverage given must provide coverage to "your work" since that had to be specifically excluded from the initial grant of coverage before the "give-back" provision applied, again providing coverage for the work of subcontractors on the contractor's behalf. The court found that faulty workmanship may constitute an accident and thus an "occurrence" depending on the facts. Workmanship that is intentional from the point of view of the insured cannot be an "accident". But if the faulty workmanship is "unexpected" from the insured's point of view, and not foreseeable, then it constitutes an "accident" within the meaning of the policy and therefore, the workmanship would be covered.

The court further stated that if an insurer decided that poor workmanship was a risk it did not wish to cover, it could amend the policy to exclude coverage by eliminating the subcontractor "give-back" provision. The court reversed the trial court's entry of summary judgment and

remanded the case for further determination whether the conduct here was intentional or unintentional. Interestingly, two separate dissenting opinions were written in this case.

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Teresa Mysliwy, an associate in our Merrillville, Indiana office, concentrates her practice in subrogation, litigation, and collections. During her legal career, she has handled and/or arbitrated thousands of insurance subrogation disputes. She is also a certified civil mediator in the state of Indiana.

After receiving her law degree, Teresa worked for 11 years for one of the nation's largest insurance carriers. Prior to joining Querrey & Harrow, Teresa was a partner at a large insurance defense firm, and subsequently, a sole practitioner.

Teresa can be contacted at tmysliwy@querrey.com, or via (219) 738-1820.

SEMINARS

CHRMS Healthcare Seminar - "Keeping the Risk Manager in the Loop"

Chicago office shareholder **Ellen Gibson** is the chair of the Chicago Healthcare Risk Management Society's 1/2-day seminar that took place on January 21, 2011 in Oak Brook, Illinois. The theme of the seminar is "Keeping the Risk Manager In the Loop" and included several speakers on a variety of legal and healthcare topics.

E-mail Ellen at egibson@querrey.com for more details.

Rubin to Present at Corporate Intellectual Property Conference

Len Rubin, Of Counsel in our Chicago office, will be a speaker at the Law Bulletin's Corporate IP Law Seminar in Chicago on February 8, 2011.

This annual CLE event addresses legislation and recent significant case law impacting businesses and their patent, copyright and trademark assets. Panel discussions feature government officials, federal judges, corporate counsel, consultants, and top IP attorneys providing the latest information and advice for dealing with the changing landscape of IP law. Breakout sessions catering to specific areas of IP practice are offered.

For more information, visit:

<http://www.lawbulletin.com/legal/law-bulletin-seminars/corporate-ip---feb.-8>

Bream to Present at West Suburban Medical Center

Chicago office shareholder **James Bream** will present to the staff at West Suburban Medical Center in April during the hospital's nursing education week.