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The International Comparative Legal Guide to:

Insurance & Reinsurance 2012

A practical cross-border insight into insurance and reinsurance law

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Australia

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1 Regulatory

1.1 Which government bodies/agencies regulate insurance (and reinsurance) companies?

The two main government bodies that regulate insurance (and reinsurance) in Australia are:

- the Australian Prudential Regulation Authority (**APRA**); and
- the Australian Securities and Investment Commission (**ASIC**).

The Insurance Act 1973 (Cth) provides that APRA is the prudential regulator of insurance business in Australia. APRA has the power to:

- authorise insurers to carry on insurance business in Australia;
- revoke such authorisation;
- remove a director or senior manager of a general insurer; and
- set prudential standards for general insurers.

The Insurance Contracts Act 1984 (Cth) (**ICA**) provides that ASIC is responsible for the general administration of the ICA. Its functions under the ICA include:

- monitoring complaints in relation to insurance matters;
- monitoring legal judgments, industry trends and the development of community expectations that are, or are likely to be, of relevance to the efficient operation of the ICA; and
- promoting the education of the insurance industry, the legal profession and consumers as to the objectives and requirements of the ICA.

1.2 What are the requirements/procedures for setting up a new insurance (or reinsurance) company?

The Insurance Act sets out the requirements to write insurance business in Australia. Effectively, a corporation must obtain APRA's written authorisation to carry on insurance business. This is a consultative process which takes 3-6 months.

APRA imposes stringent capital adequacy requirements on corporations that carry on insurance business. General Prudential Standard 110 requires general insurers to:

- maintain minimum levels of capital;
- determine their minimum capital requirement with regard to various risks that may threaten an insurance company's ability to meet its obligations to policyholders;
- make certain public disclosures about its capital adequacy position, as required by APRA; and
- seek APRA's approval for any capital reduction.

Finally, in order to deal in insurance products in Australia, a company must hold an Australian Financial Services Licence (**AFSL**). An AFSL can be obtained by application to ASIC.

1.3 Are foreign insurers able to write business directly or must they write reinsurance of a domestic insurer?

In general, foreign insurers cannot carry on insurance business in Australia unless specifically authorised to do so by APRA, or if they are a Lloyd's underwriter.

However, foreign insurers can write insurance business directly if the insurance is for:

- a "high-value" insured (with operating revenue of at least $200m, gross assets of at least $200m, or at least 500 employees in Australia);
- one of a designated list of "atypical risks";
- risks that cannot reasonably be placed in Australia; or
- insurance required by foreign law.

1.4 Are there any legal rules that restrict the parties' freedom of contract by implying extraneous terms into (all or some) contracts of insurance?

In addition to terms that are implied into contracts generally, the ICA imposes pre and post-contractual obligations on insurers and insureds.

Section 13 imposes a duty of utmost good faith on both parties. This duty is an implied term of the insurance contract and remains in place as long as there are existing obligations under the contract.

Section 21 imposes a duty of disclosure which requires the insured to disclose to the insurer every matter known to the insured which is relevant to the insurer's decision as to whether to accept the risk.

1.5 Are companies permitted to indemnify directors and officers under local company law?

In Australia, the Australian Consumer Law (**ACL**) prohibits a company from indemnifying directors against liability for breaches of the ACL.

It is an offence for a company to indemnify:

- a liability to pay a pecuniary penalty under the ACL; or
- legal costs incurred in defending proceedings where the person is found liable to pay a penalty under the ACL.

Despite the prohibition on companies indemnifying directors and officers, companies are not currently prohibited by the ACL or the

Corporations Act 2001(Cth) from arranging directors and officers insurance to cover against liabilities for breaches of the ACL and their legal costs.

1.6 Are there any forms of compulsory insurance?

There are two major forms of compulsory insurance in Australia:

- workers compensation insurance which requires all employers to hold a workers compensation policy if certain threshold requirements are met; and
- compulsory third party (CTP) insurance, which provides for compensation for people killed or injured in motor vehicle accidents. All Australian jurisdictions include CTP insurance as a requirement of vehicle registration.

Other forms of insurance may also be "compulsory" as a matter of commercial reality, for example the common contractual requirement for a building sub-contractor to hold a certain level of public liability insurance as a condition of its agreement with the head contractor.

2 (Re)insurance Claims

2.1 In general terms, is the substantive law relating to insurance more favourable to insurers or insureds?

The substantive law relating to insurance favours insureds. Australian insurance contracts are subject to the Insurance Contracts Act 1984 (Cth) (**ICA**), much of which was driven by a perception that common law was unfairly biased against consumers and therefore a need to strike a balance of power between insureds and insurers. Under the ICA, the substantive law is more favourable to insureds than under the common law. For example, pursuant to section 28, an insurer can no longer avoid a policy for non-disclosure, unless the non-disclosure is fraudulent. The remedy for non-fraudulent non-disclosure under the ICA seeks to import an element of proportionality into the analysis; that is, the extent of the remedy is tied to the extent of the prejudice suffered by the insurer due to the non-disclosure.

The last resort, under the applicable rules of construction, where there is ambiguity in an insurance policy, is the *contra proferentem* rule, which provides that the ambiguity is to be construed against the drafter, which in the case of insurance contracts is typically the insurer.

Reinsurance contracts are specifically excluded from the application of the ICA. Thus, while insurance law may be more favourable to insureds, the same does not apply for reinsureds.

2.2 Can a third party bring a direct action against an insurer?

Generally, parties not a party to an insurance contract may not bring a direct action against an insurer. There are, however, certain statutory provisions which permit such third party actions. For example, under section 48 of the ICA, third party beneficiaries who are specified or referred to in an insurance contract have the right to recover their loss directly from the insurer in accordance with the policy. This is so notwithstanding that the person is not a party to the contract.

In NSW, under section 6 of the **Law Reform (Miscellaneous Provisions) Act 1946** (NSW), a third party may, with leave of court, directly claim against an insurer in certain circumstances. The ACT and Northern Territory have similar legislation (the **Law Reform (Miscellaneous Provisions) Act** 1955 (ACT) sections 25–28; **Law Reform (Miscellaneous Provisions) Act** (NT) sections 26–29).

2.3 Can an insured bring a direct action against a reinsurer?

A primary principle of reinsurance is that the reinsurer is not normally liable to the original policyholder; it is not privy to the original policy and is under no obligation to make good on the benefits the policyholder sought under the insurance contract sold by the original insurer. As a general proposition, an insured cannot bring a direct action against the reinsurer, absent a specific cut-through clause in the policy.

Section 562A of the Corporations Act 2001 (Cth), which applies when an insurer is in liquidation, provides that reinsurance proceeds recovered by the liquidator are to be paid (with priority over all other payments) to the persons to whom an amount is payable by the insurer under the insurance policies which were the subject of the reinsurance. While this provision earmarks reinsurance recoveries for the benefit of insureds, it does not create a right of direct action by the insureds against the reinsurer.

2.4 What remedies does an insurer have in cases of either misrepresentation or non-disclosure by the insured?

At common law an insurer can avoid a policy for non-disclosure or misrepresentation, whereas section 28 of the ICA (which relates to policies of general insurance) restricts the remedy of avoidance to cases of fraudulent non-disclosure and/or fraudulent misrepresentation. In the case of non-fraudulent non-disclosure or misrepresentation, the insurer is not entitled to avoid the contract from its inception, but instead may only reduce its liability to the extent necessary to put it in the position it would have been in if the non-disclosure or misrepresentation had not occurred.

For life insurance, an insurer can avoid a contract for fraudulent non-disclosure or misrepresentation (section 29 of the ICA) or for innocent non-disclosure or misrepresentation, if it would not have entered into a contract with the insured on any terms but for the non-disclosure or misrepresentation. However, it may only do so within 3 years after the contract was entered into.

An insurer's right to avoid a contract of general or life insurance is not unqualified; section 31 of the ICA enables courts to disregard avoidance if satisfied that the insurer suffered no prejudice or that the prejudice was minimal or insignificant.

The ICA does not apply to reinsurance. Consequently, the primary remedy for non-disclosure and/or misrepresentation remains avoidance of the policy from inception.

2.5 Is there a positive duty on an insured to disclose to insurers all matters material to a risk, irrespective of whether the insurer has specifically asked about them?

Section 21 of the ICA imposes a positive duty on an insured to disclose every matter known to it that it knows to be relevant to the insurer's decision to accept the risk, or that a reasonable person in the circumstances could be expected to know is relevant.

In addition, under both common law and section 13 of the ICA, insurers and insureds have a duty to act with the utmost good faith.

2.6 Is there an automatic right of subrogation upon payment of an indemnity by the insurer or does an insurer need a separate clause entitling subrogation?

Generally, as a matter of equity, insurers have an automatic right of subrogation upon payment of an indemnity.

The ICA does not provide a direct right of subrogation but does

preclude an insurer's equitable right of subrogation against certain classes of potential defendants.

3 Litigation - Overview

3.1 Which courts are appropriate for commercial insurance disputes? Does this depend on the value of the dispute? Is there any right to a hearing before a jury?

Court proceedings in a commercial insurance dispute will usually commence in the courts of the relevant State or Territory, or the Federal Court. In most State or Territory jurisdictions (except for Tasmania, Northern Territory and the Australian Capital Territory), the courts have "three tiers" depending on the value of the dispute. The lower courts in each State or Territory have monetary limits on their jurisdiction. The highest State and Territory Courts have no upper limit on the court's civil jurisdiction.

The Federal Court has jurisdiction to hear all civil matters pertaining from a Federal law.

In practice, jury trials in civil matters are extremely rare. In some State Courts, a party may request a hearing before a jury, which will be granted if the judge agrees that it is in the interests of justice to do so. In the Federal Court, the starting premise is that hearings will be without a jury, unless the court decides otherwise.

3.2 How long does a commercial case commonly take to bring to court once it has been initiated?

The Practice Notes of some State and Territory Courts indicate that the court's aim is to have a commercial case heard within 12 months. In practice, this seldom occurs. A more realistic timeframe is 12 to 18 months, assuming there are no major complications. The most useful initiative to "speed up" cases is to encourage parties to consider alternative dispute resolution.

4 Litigation - Procedure

4.1 What powers do the courts have to order the disclosure/discovery and inspection of documents in respect of (a) parties to the action and (b) non-parties to the action?

Generally, courts permit discovery unless there are special grounds for refusal. Courts also permit parties to undertake discovery prior to the commencement of proceedings to identify potential defendants or sufficient facts to establish a cause of action.

State Courts have different approaches to discovery in that some have a "mandatory duty of discovery" whilst others do not.

The courts have discretion to limit discovery, but as a general rule, the documents for discovery will be documents relevant to a matter in dispute (even if it is damaging to one's case).

In the Federal Court of Australia, the Northern Territory, South Australia, Victoria and WA, the court can order a non-party to provide discovery. In all jurisdictions, courts permit parties to issue subpoenas compelling production of documents from parties and non-parties for documents which are relevant to the matters in dispute.

4.2 Can a party withhold from disclosure documents (a) relating to advice given by lawyers or (b) prepared in contemplation of litigation or (c) produced in the course of settlement negotiations/attempts?

A party may claim privilege on and/or withhold from disclosure documents:

- prepared for the dominant purpose of providing legal advice;
- prepared for the dominant purpose of litigation or anticipated litigation; or
- made between persons in dispute (or a person in dispute with a third party) in connection with an attempt to negotiate a settlement (unless the document is necessary for argument as to costs).

4.3 Do the courts have powers to require witnesses to give evidence either before or at the final hearing?

Courts may allow parties to issue a subpoena for any compellable witnesses to give evidence at trial. The basic principle is that any witness who has seen the facts or knows the evidence can be compelled to assist the court. For witnesses outside a State Court's jurisdiction but within Australia, Federal legislation permits service of the subpoena interstate. For witnesses outside Australia, while there is nothing in the legislation prohibiting a party serving a witness overseas, in practice courts rarely grant leave to do so as this infringes the international law as to comity.

4.4 Is evidence from witnesses allowed even if they are not present?

The hearsay rule prohibits the admission of evidence of assertions of fact by witnesses not called before the court. As a general rule, courts do not permit witness statements to be admitted into evidence because their contents are not made under oath and they may contain hearsay evidence.

Such evidence may be admitted if a party can prove the witness is not available, or that calling them would cause undue expense or delay or otherwise be unreasonable or impracticable.

A witness will be deemed "not available" if they are dead, not competent, it would be unlawful for them to give evidence, or all reasonable steps have been taken to find them and compel them to give evidence.

In all other cases the person is taken to be available to give evidence about the fact. It has been held that being overseas does not satisfy the requirements of unavailability, whereas if a person is unwell the court will consider on the basis of the facts whether that person is competent. The use of modern technology (e.g. video conferencing facilities) makes it difficult to argue that calling a particular witness will cause undue expense or delay or otherwise be unreasonable.

4.5 Are there any restrictions on calling expert witnesses? Is it common to have a court-appointed expert in addition or in place of party-appointed experts?

Parties are generally entitled to call their own expert witnesses. Expert witnesses are required to provide impartial and independent evidence to the court and not act as an advocate for the party by whom they are retained. An expert must set out all relevant facts and assumptions upon which the opinion is based. An expert who is connected to a party is not biased from giving expert evidence, but a court may give less weight to that evidence.

The rules of court allow for court-appointed experts, selected by the parties or by the court. In this case, the general rule is that each party is responsible for a fixed proportion of the expert fees.

Courts are increasingly making use of expert conclaves, requiring the experts to produce a joint report and giving evidence by "hot tubbing" (i.e. at the same time).

4.6 What sort of interim remedies are available from the courts?

Australian courts have the power to grant a wide array of interim remedies.

Australian jurisdictions provide for discovery by the parties in the period leading up to the trial. In some jurisdictions (Northern Territory, South Australia, Queensland), the duty to mutually disclose all relevant documents is mandatory. In Victoria, WA and Tasmania, general discovery is available by notice to the other party. In NSW and the Federal Court, limited discovery by category is the usual order.

The courts retain full discretion as to discovery orders and may make orders limiting discovery in relation to particular matters, or requiring further discovery.

Significantly, the courts are also empowered to make orders for pre-litigation discovery. Those orders are generally made in circumstances where a plaintiff, after having made reasonable enquiries, is uncertain about the identity or whereabouts of a prospective defendant, or where the inspection of certain documents will assist a plaintiff in determining whether to commence a cause of action against a prospective defendant.

The courts also have wide ranging powers to grant injunctions. An injunction is an equitable court order requiring a party to whom it is addressed either to do something (mandatory injunction) or to refrain from doing something (prohibitory injunction). Australian courts have the power to grant interlocutory injunctions 'wherever it is convenient to do so'. Injunctions are usually granted *ex parte*, and are usually expressed to operate for a limited period.

Injunctive relief is granted subject to the requirement that there is a serious question to be tried, and that the balance of convenience between the parties favours making the order. State Courts can also award damages *in lieu* of an injunction.

Australian courts can grant interim remedies including orders for the disposal of property, freezing (Mareva) orders and search (Anton Piller) orders. Freezing orders restrain defendants from dealing with assets in a way that would frustrate a judgment. Search orders require defendants to permit the plaintiff access to their premises to seize documents or other documentary material.

4.7 Is there any right of appeal from the decisions of the courts of first instance? If so, on what general grounds? How many stages of appeal are there?

There is no common law right of appeal. Jurisdiction to hear appeals is conferred on courts by legislation. Appeals are generally to the next highest court with the highest Court of Appeal being the High Court of Australia.

There is a right of appeal from judgments of the lower courts. Whether leave is required is determined by legislation.

Leave is required to appeal judgments of the State Supreme Courts and the Federal Court. Leave to appeal interlocutory judgments is not easily granted unless that judgment has the effect of disposing of the matter.

In some instances it is necessary to obtain leave from the court at first instance but generally the power to grant leave to appeal lies with the court to which appeal is made.

The appeal process is commenced by filing a notice of intention to seek leave to appeal or a notice of appeal. The notice of appeal sets out the grounds of appeal and the material factual findings in contention. The usual grounds of appeal are that the trial judge erred in law or fact.

Appeals must be brought within the time fixed by the rules of the court in question. The time for an appeal to be heard will vary from jurisdiction to jurisdiction. Only in exceptional circumstances will an appeal be heard on an urgent basis. It can take up to a year for an appeal to be heard by an Appellate Court.

4.8 Is interest generally recoverable in respect of claims? If so, what is the current rate?

Generally, courts have an unfettered discretion whether to award interest. The exception is lower courts and tribunals.

Where interest is awarded it is usually at the prescribed rate, which is set by regulation and varies from time to time; but can be up to four percentage points higher than the cash rate.

Interest is usually awarded at the prescribed rate from the date of loss to the date of judgment. A successful party can also request that interest be awarded on costs incurred. If allowed, this is usually awarded at the prescribed rate.

The general discretion afforded to the courts allows a court to refuse to award interest or to award interest at a different rate to the prescribed rate. This discretion is seldom exercised.

4.9 What are the standard rules regarding costs? Are there any potential costs advantages in making an offer to settle prior to trial?

Subject to each State's rules and the principle of proportionality, higher courts have unfettered jurisdiction as to whether to award costs and on what basis. That power is granted to lower courts by statute.

The general rule is that costs follow the event so that a successful party has a reasonable expectation of being awarded costs. This presumption will only be displaced where there has been some sort of disentitling conduct by the successful party.

Costs are usually awarded on a "party and party" basis. As a rule of thumb this will mean a successful party will recover 60% to 70% of its actual costs. In unusual circumstances costs may be awarded on an "indemnity" basis, meaning a party will recover its actual costs. A successful party that fails to match or beat at judgment an offer made earlier in the proceedings will not recover its costs incurred from the date for acceptance of the offer and may be ordered to pay the other party's costs on an indemnity basis after that date. This affords the offering party protection on costs.

5 Arbitration

5.1 What approach do the courts take in relation to arbitration and how far is the principle of party autonomy adopted by the courts? Are the courts able to intervene in the conduct of an arbitration? If so, on what grounds and does this happen in many cases?

Arbitration in Australia is primarily governed by two schemes:

1. International arbitration (governed Federally), pursuant to

the **International Arbitration Act 1974** (Cth) (**IAA**) (which largely adopts the UNCITRAL **Model Law on International Commercial Arbitration**) (**Model Law**); and

2. Domestic arbitration (governed by the States), pursuant to the uniform State and Territory Commercial Arbitration Acts (**CAAs**) (recently passed in NSW, Northern Territory, South Australia and Tasmania and currently before Parliament in Victoria and WA).

The IAA sets out limited and exhaustive grounds upon which a court may refuse to enforce arbitral awards which include:

- incapacity;
- invalidity; and
- where enforcing the award would be against public policy.

An additional ground for setting aside a domestic award is where there is a "manifest error on the face of the award". With the restriction of the grounds for setting aside an award, courts are now likely to be more interventionist under the manifest error test (see *Westport Insurance Corporation v Gordian Runoff Ltd* [2011] HCA 37 (Westport)).

Courts do not typically intervene in the conduct of arbitration. On the other hand, arbitrators have recently been granted more court support to:

- issue subpoenas;
- order security for costs; or
- order interest.

Whether the recent changes will increase court intervention remains to be seen.

5.2 Is it necessary for a form of words to be put into a contract of (re)insurance to ensure that an arbitration clause will be enforceable? If so, what form of words is required?

The standard clause is:

> *'Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations'.*

Australian courts have adopted a liberal approach to the construction of arbitration clauses. However, they do not adopt the presumptive approach of other jurisdictions (such as the UK).

5.3 Notwithstanding the inclusion of an express arbitration clause, is there any possibility that the courts will refuse to enforce such a clause?

Section 43 of the Insurance Contracts Act 1984 (Cth) (ICA) provides that any provisions which have the effect of compulsorily requiring or authorising an insured to submit to arbitration are void. Accordingly, if an insured does not wish to submit to arbitration, the courts will refuse to enforce a compulsory arbitration clause. This has meant that arbitration in cases of direct insurance is rare. It is important to note that pursuant to subsection 43(2) of the ICA, parties may still agree to submit a dispute to arbitration once the dispute has arisen.

The ICA does not apply to reinsurance.

5.4 What interim forms of relief can be obtained in support of arbitration from the courts? Please give examples.

Under the CAAs, courts have considerable powers to support domestic arbitrations including the power to:

- compel parties to an arbitration agreement to resolve the dispute through arbitration;
- assist in taking evidence;
- issue subpoenas for examination and/or production of documents;
- compel people in default of subpoenas to produce documents or attend court for examination;
- determine preliminary questions of law;
- recognise arbitral awards irrespective of the State or Territory where the award was made; and
- grant interim measures to protect assets and evidence including:
  - security for costs;
  - discovery of documents and interrogatories;
  - giving of evidence by affidavit; and
  - the inspection of any property which is or forms part of the subject-matter of the dispute.

Similar powers exist for international arbitrations governed by the IAA.

5.5 Is the arbitral tribunal legally bound to give detailed reasons for its award? If not, can the parties agree (in the arbitration clause or subsequently) that a reasoned award is required?

The legislation governing both domestic and international arbitrations requires that awards:

- be in writing and signed by the arbitrator/s; and
- state the reasons for the award, unless the parties have agreed that no reasons be given.

What amounts to adequate reasons will depend upon the nature and particular circumstances of the dispute. There have not been any decisions by Australian courts on what amounts to adequate reasons under the Model Law or the new CAAs. However, the High Court in *Westport* (a decision under the old Commercial Arbitration Acts) considered that arbitrators should not be required to give reasons to the same standard required of judges and need only set out what, on their view of the evidence, did or did not happen and explain succinctly why, in light of what happened, they have reached their decision.

5.6 Is there any right of appeal to the courts from the decision of an arbitral tribunal? If so, in what circumstances does the right arise?

In domestic arbitrations parties have a right of appeal to the courts on questions of law but only (depending on the jurisdiction) where:

- there was a 'manifest error of law' on the face of the award or strong evidence that the arbitrator made an error of law; or
- the decision of the tribunal was 'obviously wrong' or the determination of the question of law is one of 'general public importance' and the arbitral decision is open to 'serious doubt'.

An appeal may only be commenced where the parties consent and the court grants leave. Time limits for commencing the appeal vary, although the time limit under the new CAAs is 3 months from the date of the arbitral award.

The Model Law provides no right of appeal from arbitral awards in International Arbitrations. However a party may apply to the court to set aside an award in limited circumstances, including where:

- the arbitration agreement is invalid;
- the party against whom the award is invoked was not given

proper notice of the appointment of the arbitrator, or of the arbitration proceedings, or was otherwise unable to present their case;

- the subject matter is not capable of settlement by arbitration under the law of Australia; or
- the award is contrary to the public policy.

The courts have similar powers to set aside awards in domestic arbitrations.

An application to set aside must be made within 3 months of the date of the arbitral award.

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David began practising in 1990 and was made a partner of his former firm in 1997. In 2002, together with Phillip Wotton, David established Wotton + Kearney as a boutique law firm, specialising in insurance law. David's own broad insurance practice incorporates claims relating to professional indemnity (particularly construction professionals and accountants), financial lines, construction and contract works, and public and products liability. In June 2009 David was recognised as a leading lawyer in insurance law in the ALB "Guide to Insurance Law" and is also featured as a leading insurance lawyer in the upcoming 2012 Chambers & Partners Asia Pacific Guide. In November 2009 he was named a "Leading Light" in the ALB "Hot 40 Survey" in recognition of his leadership and was a finalist in the 2011 Lawyers Weekly Award Managing Partner of the Year category.

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Adam was admitted in 1996 and was a founding member of the team that started Wotton + Kearney in 2002. He has been a partner since 2004. His areas of expertise include professional indemnity, Directors and Officers, property and ISR, and construction and contract works.
Adam represents one of Wotton + Kearney's largest clients on all claims relating to the Storm Financial Ltd and Basis Capital Funds collapses, and is the principal lawyer on the firm's appointments out of the Queensland Floods and Christchurch Earthquakes.
Adam successfully ran ACE Insurance Ltd v Moose Enterprise Pty Ltd, now the leading Australian authority on choice of law and jurisdiction clauses in insurance policies.
Adam is the exclusive legal provider to a large global US insurer on its commercial insurance placements in Australia and New Zealand. He has a strong client base amongst London's insurance companies and syndicates and is often appointed monitoring counsel in litigated claims in the United States and throughout Asia.

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Wotton + Kearney is a market leader in the provision of insurance legal solutions. The firm was established in Sydney in 2002 by Phillip Wotton and David Kearney and in less than 10 years has grown from 6 to over 70 lawyers, expanding its operations to Melbourne in 2007. In December 2011 the firm was named Australia's fastest growing legal employer in The Australian's Legal Affairs "Partnership Survey".

Wotton + Kearney offers exceptional service, advice and expertise. The firm's lawyers practice across a broad range of insurance lines, including:

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